

Mayor Steven J. Carrington
Deputy Mayor Pamela Melin
Council Member Richard W. Best
Council Member Carolina Anzilotti
Council Member John Alcantra
Council Member Thomas Ojala IV
Council Member Joshua Tudor

City Manager John Moosey
City Clerk Shelly M. Acteson, CMC
City Attorney Sarah Heath, Esq.

City of Palmer, Alaska
Regular City Council Meeting
June 14, 2022, at 6:00 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a) **Action Memorandum No. 22-033:** Direct the City Manager to Engage a Cooperative Services Agreement for Limited Fire Dispatch Services (Page 3)
 - b) **Action Memorandum No. 22-036:** Accepting Board Member Josh Tudor's Resignation from the Planning and Zoning Commission (Page 11)
 - c) Introduction and set public hearing date of June 28, 2022, for **Ordinance No. 22-003**, Amending the Palmer Municipal Code, Title 4, Section 4.30.070 to Allow for Cancellation of Approved Leave to Address Resignations Submitted After Leave is Approved (Page 15)
 - d) Introduction and set public hearing date of June 28, 2022, for **Ordinance No. 22-004**, Amending the Palmer Municipal Code 2.04.031 and 2.05.020, Pertaining to Eligibility of Council Members and the Mayor (Page 19)
2. Approval of Minutes of Previous Meetings
 - a) May 24, 2022, Regular Meeting Minutes (Page 23)

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Scottish Highland Games Presentation – Jeni McDaniel

F. REPORTS

1. City Manager's Report
2. Mayor's Report (Page 27)
3. City Clerk's Report
4. City Attorney's Report
 - Executive Session Overview

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARINGS

1. **Resolution No. 22-018**, Recognizing Governor Dunleavy, the Alaska Department of Transportation & Public Facilities, and the Matanuska-Susitna Borough for Vital Traffic and Safety Improvement that Enhances Our Community (Page 29)
2. **Resolution No. 22-019**, Recognizing Governor Dunleavy's Budgetary Support for the Wastewater Treatment Facility (Page 33)

I. ACTION MEMORANDA

1. **Action Memorandum No. 22-034**, Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection of the Liquor License Renewal of Fred Mayer Store #649, License #4366 (Page 37)
2. **Action Memorandum No. 22-035**, IT Support Services RFP Award (Page 51)
3. **Action Memorandum No. 22-037**, Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection to Change of Controlling Interest in, Connoisseur Lounge, LLC Located at 226 West Evergreen Avenue, Suite 2 Marijuana License #27522 (Page 71)

J. UNFINISHED BUSINESS

K. NEW BUSINESS

L. RECORD OF ITEMS PLACED ON THE TABLE

M. AUDIENCE PARTICIPATION

N. EXECUTIVE SESSION – Subjects That Tends to Prejudice the Reputation and Character of Any Person – City Manager Evaluation (Note: Action may be taken following the Executive Session)

O. COUNCIL MEMBER COMMENTS

P. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Jun 28	Regular	6 pm	
July 12	Regular	6 pm	
July 26	Regular	6 pm	
August 9	Regular	6 pm	
August 23	Regular	6 pm	
Sept. 13	Regular	6 pm	
Sept. 27	Regular	6 pm	

**City of Palmer
Action Memorandum No. 22-033**

Subject: Direct the City Manager to engage a Cooperative Services Agreement for Limited Fire Dispatch Services.

Agenda of: June 14, 2022

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **13,087**

This legislation (√):

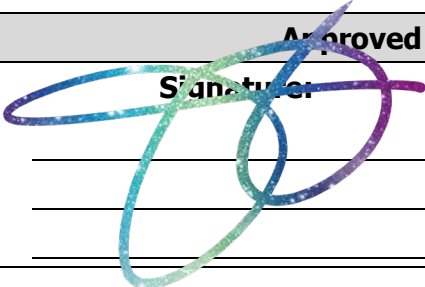
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 13,087
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-13-10-6030
- Not budgeted _____

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Cooperative Services Agreement

Summary Statement/Background:

The current infrastructure communications network for fire services is and has been problematic. Essentially instant coordination between emergency personnel is not occurring, not by the fault of personnel but system configuration. Attempts have been made to resolve this issue within the City of Palmer without necessary success.

The agreement between the City of Wasilla and the City of Palmer, because of the communication system, will eliminate this safety conundrum. The contract is for fixed \$13,087 annually is for a five-year period. This contract can be terminated by either party with a 180-day written notice. This expense for 2022 will be handled within the Fire Department budget as previously approved.

Administration's Recommendation:

Approve Action Memorandum No. 22-033.

**MatCom
Dispatch**
City of Wasilla

1800 E. Parks Hwy.
Wasilla, AK 99654

Phone: 907.352.5401

Fax: 907.357.7877

www.cityofwasilla.com



Glenda Ledford
Mayor

MatCom Public Safety
Dispatch



Jacob Butcher
Communications
Manager

**COOPERATIVE SERVICES AGREEMENT
Between the
CITY OF WASILLA and the CITY OF PALMER
For
DISPATCH SERVICES**

A. DEFINITIONS/PURPOSE

1. Definitions in this Agreement:

- b. "Wasilla" means the City of Wasilla
- c. "Palmer" means the City of Palmer
- d. "parties" means Wasilla and Palmer
- e. "Dispatch Center" means the communications center located in the Matcom Department building at 1800 E. Parks Hwy.

2. Purpose

This agreement is entered into between the parties to set out the terms and conditions under which Wasilla will provide dispatch services for Palmer. The Agreement covers operations, staffing, cost allocations, and funding provisions for the dispatch center.

B. TERM

The term of the Agreement shall be effective upon date of last signature obtained, thru June 30, 2027, subject to the termination provisions of Section L.

C. SERVICES PROVIDED BY WASILLA

Wasilla shall provide the following services to Palmer and shall pay those costs associated there with out of funds derived under this Agreement:

- 1. Twenty-four hours a day, seven days a week, E911 telephone answering (call-taking) and dispatching services, including the in-house telephone switch, telephone equipment, and devices to include all incoming trunk lines, direct inward dialing (DID) lines, broadband internet services, and facsimile (FAX) lines not associated with the Enhanced 911 network (E-911).
- 2. The dispatch facility shall be secure and provided for adequate protection against structural breach or compromise, either by natural forces or manmade. Additionally, the facility will have adequate space and power requirements to fulfill these services and have a back-up power source to ensure uninterrupted services.
- 3. Radio or telephone dispatching of emergency and non-emergency requests for services of Palmer Fire Department. The services provided by Palmer Fire Department include but are not limited to:
 - a. Fire Services – Dispatch for Palmer Fire Department;
 - b. Incident Management Team (IMT) – Dispatch of the IMT during a disaster situation.

4. Accurate recording and logging of incoming and outgoing emergency calls, non-emergency requests for services, and to provide to Palmer such records of those calls as Palmer deems necessary.
5. To provide the above services in a manner that does not discriminate based on callers, but which may prioritize based on the nature of the call.
6. Wasilla shall provide adequate training to the dispatchers to assure their proper and competent performance under this Agreement. Such training shall, at a minimum, include the following, and all dispatchers shall receive instruction or confirmation of proficiency in the following:
 - a. Basic telephone answering including all functions of the dispatch center telephone system;
 - b. Use of the computer-aided dispatch (CAD) system(s);
 - c. Dispatch Center Policy and Procedures Manual;
 - d. Knowledge of Palmer, including the contacts and chain of command of Palmer;
 - e. Knowledge of the city and community boundaries in the Borough;
 - f. CPR, including annual refresher courses as required;
 - g. Use of the computer-aided dispatch system and protocols,
 - h. U.S. Department of Transportation (DOT) Hazardous Materials Reference Guide; and
 - i. Use of Enhanced 911 (E-911) software and system.
7. Wasilla shall provide reports (including year-to-date totals) to Palmer on an as-needed basis, to include but not limited to:
 - a. Total Calls – a report of all calls dispatched by type of service;
 - b. Service Area Response Times – a 90% fractile time-formatted report for each type of service dispatched, for the following segments of dispatch:
 - i. Time dispatched to time en-route;
 - ii. Time en-route to time on-scene;
 - iii. Time on-scene to the time clearing the scene;
 - iv. Arrival time at hospital to time available for response; and
 - v. Time clearing the scene to time in-quarters.
 - vi. Copy of CAD calls with names of victims, witnesses, complaints, suspects, redacted for payroll and ANFIRS reasons as soon as the call is completed.
 - vii. The City of Palmer will designate one person to request and receive these files to avoid unauthorized persons viewing and duplications.
8. Wasilla shall coordinate with Palmer the release of dispatch information to the public (written documents, recordings of any phone and radio traffic, etc.)

regarding any dispatch information involving Palmer assets. Wasilla shall release such items to Palmer upon request.

D. RELATIONSHIP OF PARTIES

Wasilla shall perform its obligations pursuant to the terms of this Agreement as an independent contractor of Palmer. Palmer shall not supervise or direct Wasilla other than as provided in this section.

E. NON-DISCRIMINATION

In performing its duties and obligations under this Agreement, no party may discriminate against any person in violation of law.

F. ALLOCATION OF COSTS

Wasilla shall provide Palmer with Wasilla's written estimates of the total costs of operating the dispatch center for the period of this contract.

G. PAYMENTS

1. Palmer agrees to pay to Wasilla for dispatch costs the amounts agreed to herein and under any extensions of this Agreement.
2. Palmer shall pay Wasilla quarterly payments according to the following schedule:
 - a. \$3,271.75 no later than July 16
 - b. \$3,271.75 no later than Oct 16
 - c. \$3,271.75 no later than January 16
 - d. \$3,271.75 no later than April 16

H. TERMINATION FOR CONVENIENCE OF PARTIES

Either party may terminate this Agreement at any time by giving written notice to the other parties of such termination, at least 180 days prior to the effective date of the termination.

I. MODIFICATIONS TO THE AGREEMENT

The parties may, from time to time, require changes to this Agreement. Such changes must be agreed to by all parties, in writing, prior to any change being implemented. Any such modifications or changes shall become a part of the Agreement.

J. THIRD PARTY BENEFICIARY

This Agreement is for the benefit of the parties only and not for the benefits of any third party. The parties understand and agree that to the maximum extent possible, all activities carried on hereunder concern the establishment, funding, use, operation, or maintenance of an enhanced 911 system or are activities associated with those actions, and thus receive the immunity provided under AS 29.35.133 or AS 09.65.070 or both or any other law.

K. ASSIGNMENT

None of the parties to this Agreement shall assign an interest in this contract and shall not transfer any interest in the same without the prior written consent of all parties to this Agreement.

L. EFFECT OF WAIVER

The failure of any party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof or the right of any party thereafter to enforce each and every protection hereof.

M. SEVERABILITY

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

N. GOVERNING LAW

Any civil action arising from this contract shall be brought in the Superior Court for the Third Judicial District of Alaska at Palmer only. The law of the state of Alaska shall govern the rights and obligations of the parties. The common law rule of construction against the drafter does not apply to this Agreement.

O. INTERPRETATION AND ENFORCEMENT

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

NOTICES

Any notice required pertaining to the subject matter of the contract shall be personally delivered or mailed by prepaid first class, registered, or certified mail to the following addresses:

To the City of Wasilla:
City of Wasilla

Copy to:
City of Wasilla

To the City of Palmer:
City of Palmer

Communications Manager
1800 East Parks Hwy.
Wasilla, AK 99654

Mayor
290 E. Herning Avenue
Wasilla, AK 99654

City Clerk

Palmer, AK 99654

P. CAUSES BEYOND CONTROL

In the event a party is prevented by a cause or causes beyond control of the party from performing any obligation under this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of contract which will render the party liable for damages or give rights to the cancellation of the contract for cause. However, if and when such cause or causes cease to prevent performance, the party shall exercise all reasonable diligence to resume and complete performance of the obligation with the lease practicable delay.

The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the party and which prevent the performance of the party: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the party from performing the terms of the contract as set forth herein. Events which are peculiar to a party and would not prevent another similar party from performing including, but not limited to, financial difficulties are not causes beyond the control of the party.

Q. ENTIRE AGREEMENT

This Instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than these contained herein, and this contract shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

R. ACKNOWLEDGEMENT

The parties acknowledge that they have read and understand the terms of this Agreement, have had the opportunity to review the same with counsel of their choice, and are executing this Agreement of their own free will.

S. AMENDMENTS, MODIFICATIONS, AND SUPPLEMENTS

The parties may mutually agree to modify the terms of the contract. Modifications to the contract shall be incorporated into the contract by duly signed, written amendments.

CITY OF WASILLA

Glenda Ledford, Mayor

Date

STATE OF ALASKA)
)SS
Third Judicial District)

On _____, 20____, Glenda Ledford, personally appeared before me, who is personally known to me to be the signer of the above document, and he acknowledged that he signed it.

NOTARY PUBLIC
My Commission expires: _____

CITY OF PALMER

_____, Mayor

Date

STATE OF ALASKA)
)SS
Third Judicial District)

On _____, 20____, _____ personally appeared before me, who is personally known to me to be the signer of the above document, and he acknowledged that he signed it.

NOTARY PUBLIC
My Commission expires: _____

**City of Palmer
Action Memorandum No. 22-036**

Subject: Accepting Board Member Josh Tudor's Resignation from the Planning and Zoning Commission

Agenda of: June 14, 2022

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: _____ Name, Title

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **0.00** _____

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: _____

Approved for Presentation By:

Signature:	Remarks:
City Manager _____	_____
City Attorney _____	_____
City Clerk _____	_____

Attachment(s):

1. Email from Josh Tudor

Summary Statement/Background:

Palmer Charter Chapter II Section 2.9 requires the City Council to approve resignations by members of boards and commissions.

Josh Tudor submitted his resignation on May 19, 2022.

Administration's Recommendation:

Approve Action Memorandum No. 22-036.

Holly Dubose

From: Brad Hanson
Sent: Wednesday, June 01, 2022 8:47 AM
To: Shelly Acteson
Subject: Fwd: Resignation

Sent from my iPhone

Begin forwarded message:

From: Joshua Tudor <jtudor1984@gmail.com>
Date: May 19, 2022 at 12:20:27 PM AKDT
To: Brad Hanson <bahanson@palmerak.org>, Nichole Degner <ndegner@palmerak.org>
Subject: Resignation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brad and Nichole,

As you probably know already I am now serving on the city council and because of that, I have to resign from serving on Planning and Zoning. It is with a heavy heart that I do so, as I have enjoyed working with you two and the commissioners for all these years. If when my term is up on city council there is a still a place for me at Planning and Zoning I would love to serve there again.

Thank you for all your help and hard work over the years and look forward to working with you again in the future.

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Thanks,
Joshua Tudor
jtudor1984@gmail.com
907-982-1591

**City of Palmer
Ordinance No. 22-003**

Subject: Amending the Palmer Municipal Code Title 4, Section 4.30.070 to allow for cancellation of approved leave to address resignations submitted after leave is approved.

Agenda of: June 14, 2022

Council Action: **Adopted** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: _____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	_____	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Ordinance No. 22-003

Summary Statement/Background:

The City of Palmer provides leave for full-time and part-time employees.

Employees who submit resignations after the approval of extended periods of leave (more than 2 continuous weeks) or wish to have extended leave approved with no intention of returning to work (terminal leave), cause the City of Palmer to incur additional expenses including retirement, benefits and leave accrual costs and result in staffing shortages.

Amending Title 4 to allow the City Manager to cancel and payout accrued leave for employees who resign either before, during or after leave is approved.

Administration's Recommendation:

Adopt Ordinance No. 22-003

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey

Date:

Public Hearing:

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Ordinance No. 22-003

An Ordinance of the Palmer City Council Amending the Palmer Municipal Code Title 4, Section 4.30.070 to allow for cancellation of approved leave to address resignations submitted after leave is approved.

WHEREAS, Full-time Employees may submit resignations after the approval of extended periods of leave (more than 2 continuous weeks); and

WHEREAS, Full-time Employees may wish to have extended leave approved with no intention of returning to work (terminal leave); and

WHEREAS, Both scenarios cause the City of Palmer to incur additional expenses including retirement, benefits and leave accrual costs and result in staffing shortages.

THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code Section 4.30.070 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

D. The City Manager may cancel the leave and/or payout of accrued leave for employees who resign either before, during, or after leave is approved.

Section 4. Effective Date. Ordinance No. 22-003 shall take effect upon adoption by the city of Palmer City Council.

Passed and approved this ____ day of ____, 2022.

Steve Carrington, Mayor

Shelly Acteson, CMC, City Clerk

**City of Palmer
Ordinance No. 22-004**

Subject: Amending the Palmer Municipal Code Title 2, Section 2.04.031 and 2.05.020 Pertaining to Eligibility of Council Members and the Mayor

Agenda of: June 14, 2022

Council Action: **Adopted** **Amended:** _____
 Defeated

Originator Information:

Originator: Council Members Best and Melin

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: _____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	_____	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Ordinance No. 22-004

Summary Statement/Background:

The City of Palmer Council certified the election results of the voter-initiated recall of elected officials for grounds of misconduct in office.

Amending PMC 2.04.031 and 2.05.020 would prevent a person who has been recalled from an office or who has resigned from office while recall proceedings were pending against them shall be deemed ineligible for all city offices, boards, and commissions for two years from the end of the designated term for removal by recall or resignation.

Administration's Recommendation:

Adopt Ordinance No. 22-004.

LEGISLATIVE HISTORY

Introduced by: Council Members Best and Melin
Date: 6/14/2022
Public Hearing:
Action:
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Ordinance No. 22-004

An Ordinance of the Palmer City Council Amending PMC 2.04.031 and PMC 2.05.020 Pertaining to Eligibility of Council Members and the Mayor

WHEREAS, on May 3, 2022, the City of Palmer certified the Special Election results of the voter-initiated recall of elected officials for grounds of misconduct in office; and

WHEREAS, a voter initiated recall is acting as a Referendum in this instance, as it is the final opinion of the voters on this subject; and

WHEREAS, results of these voter initiated decision are binding on the governing body and may not be changed for two years.

THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code Section 2.04.031 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

(c) No person who has been recalled from an office or who has resigned from office while recall proceedings were pending against them shall be deemed ineligible for all city offices, boards and commissions for two years from the end of the designated term for removal by recall or resignation.

Section 4. Palmer Municipal Code Section 2.05.020 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

(c) No person who has been recalled from an office or who has resigned from office while recall proceedings were pending against them shall be deemed ineligible for all city offices, boards and commissions for two years from the end of the designated term for removal by recall or resignation.

Section 4. Effective Date. Ordinance No. 22-004 shall take effect upon adoption by the city of Palmer City Council.

Passed and approved this _____ day of _____, 2022.

Steve Carrington, Mayor

Shelly Acteson, CMC, City Clerk

A. CALL TO ORDER:

A regular meeting of the Palmer City Council was held on May 24, 2022, in the Council Chambers, Palmer, Alaska. Mayor Carrington called the meeting to order at 6:00 p.m.

B. ROLL CALL:

Comprising a quorum of the Council, the following were present:

Steve Carrington, Mayor
Pamela Melin, Deputy Mayor
Carolina Anzilotti
Richard Best

Staff in attendance were the following:

John Moosey, City Manager
Sarah Heath, City Attorney
Brad Hanson, Community Development Director
Shelly M. Acteson, CMC, City Clerk
Holly Dubose, Deputy City Clerk

The following new council members were sworn in, then joined the existing council:

John Alcantra
Thomas Ojala IV
Joshua Tudor

A recess was taken at 6:06 pm for new council member photos, and the meeting resumed at 6:10 pm.

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a) **Action Memorandum No. 22-032:** Authorize the City Manager to accept the estimate to upgrade the Palmer Public Library circulation desk to fulfill the pandemic modifications per the Federal FY2022 ARPA Grant application and award.
2. Approval of Minutes of Previous Meetings
 - a) May 3, 2022, Special Meeting Minutes
 - b) May 10, 2022, Regular Meeting Minutes

Main Motion: Approval of Agenda, Consent Agenda and Minutes

Moved by:	Melin
Seconded by:	Anzilotti
Vote:	Approved
Action:	Motion Carried

E. COMMUNICATION AND APPEARANCE REQUESTS

1. Presentation from the Mat-Su YMCA Advisory Board

Kathleen Shoop spoke on behalf of the local Mat-Su YMCA and gave an overview of some of the extracurricular activities they offer to the public and expressed the desire for an Olympic-sized pool and lazy river in Palmer.

Deputy Mayor Melin commented on the literacy program and asked if there has been contact to the local senators for support.

The Scottish Highland Games presentation was postponed to the June 14 meeting.

F. REPORTS

City Manager's Report

City Manager John Moosey reported on the following:

- Welcomed new council members
- Rodeo will be back this year for various dates in June and August
- IT RFP will be reviewed and approved by June 14th
- -Felton Street Extension will include a traffic light
- City of Palmer Council is a voting member for the Chamber of Commerce – a voting delegate will need to be selected by the end of this meeting
- 6.9 million put into budget by the Governor for wastewater project

Brad Hanson, Community Development Director reported on the following:

- Overview on the Palmer community clean up event
- Church on the Rock cleaned up the A-Moosement Park and the Palmer Skate Park
- Palmer Family Church adopted McKechnie Park
- Tennis Courts are pending new paving within the next two weeks
- Sonotubes were replaced on the Train Depot
- Tree donation by Palmer class of 72'

Mayor's Report

Mayor Carrington reported on the following:

- Overview of the City of Palmer's internal structure for new council members
- Special meeting proposed June 13th @ 5:15pm for joint meeting with the Board of Economic Development

Mayor Carrington proposed Deputy Mayor Melin as the delegate to cast the vote on behalf of the city in the Chamber election tomorrow. There was no objection.

City Clerk's Report

City Clerk Shelly Acteson reported on the following:

- No report from the Clerk.

City Attorney Report

City Attorney Sarah Heath reported on the following:

- Attorney Heath gave an overview of the Open Meetings Act (OMA).

G. AUDIENCE PARTICIPATION

Cindy Hudgins:

- Congratulated the new City Council Members.
- Commented on Open Meetings Act and conduct of the council.

Jackie Goforth:

- Articulated the importance of Open Meetings Act and upholding ethics.

Kim Swanson:

- Thanked Council for serving.

Mike Chmielewski:

- Commented on voting rights of the council and proper representation.
- Suggested that the new council members attend a bike bonding exercise.
- Encouraged the public to listen to the podcast "Noah Talks Tennis", that can be found on Radio Free Palmers website.

Erik Anderson:

- Stated he has faith in the Manager, Attorney and Council.

H. PUBLIC HEARINGS

I. ACTION MEMORANDA

J. UNFINISHED BUSINESS

K. NEW BUSINESS

Mayor Carrington presented Josh Fryfogle and everyone at The People's Paper and Making the Scene with a proclamation for 15 years of service to the Mat-Su Valley, and declared May 24, 2022, to be Making the Scene, The People's Paper, & The Pass 95.5 Day.

L. RECORD OF ITEMS PLACED ON THE TABLE

1. Felton street extension project scope document.

M. AUDIENCE PARTICIPATION

Wes Artz:

- Commented on voting rights of the Council pertaining to the upcoming Chamber election.

N. EXECUTIVE SESSION

O. COUNCIL COMMENTS

Council Member Ojala:

- Thanked council for nominating and confirming him as a council member.

Council Member Tudor:

- Thanked the council and the audience participants.

Council Member Best:

- Thanked those who have stepped up and sworn in as new council members. Council Member Best requested support to direct the Clerk and the Attorney to bring forth legislation to the next meeting that would restrict recalled council members from running for council for two years. Council Member Anzilotti offered support.

Council Member Alcantra:

- Thanked his family.
- Thanked audience for participation.
- Spoke in support of the tennis court upgrades.

Council Member Anzilotti:

- Thanked new council members.
- Thanked Attorney Health.
- Will be Absent June 28th meeting, may call via zoom.

Deputy Mayor Melin:

- Thanked new council members.
- Thanked Brad Hanson for upcoming project overview.
- Asked for a timeline of the new sewer project.
- Asked for consistency with the video recordings of the meeting.
- Congratulated Josh Fryfogle on his proclamation.

P. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 7:33 p.m.

APPROVED this 14th day of June 2022.

Shelly M. Acteson, CMC, City Clerk

Steve Carrington, Mayor

Mayor's Report for June 14, 2022

Boards and Commissions

Planning and Zoning Commission – one application received

Board of Economic Development – four applications received

I will be doing interviews soon and tentatively forwarding nominations during the June 28, 2022 regular meeting.

Council Member Best submitted an application to represent the City of Palmer on the Mat-Su Borough Local Emergency Planning Committee.

Chamber Board Election Report: Deputy Mayor Pam Melin

The Chamber Board Election took place: Ronalee Moses, Kelly Dolfi McKay, Christopher, Sherman Liefer, Jeff Miller and Dusty Silva are the new board members.

Dalrymple Law gave an interesting Board and Non-Profit overview, and touched on Roberts Rules of Order. Roberts Rules of Order can be adopted or not by a public entity in part or in whole but it does not replace the constitution.

Senator Shelly Hughes gave an update on legislative successes.

Upcoming Projects:

Public hearings for the following ordinances will be held during the June 28 Regular Meeting:

- **Ordinance No. 22-003**, Amending the Palmer Municipal Code, Title 4, Section 4.30.070 to Allow for Cancellation of Approved Leave to Address Resignations Submitted After Leave is Approved
- **Ordinance No. 22-004**, Amending the Palmer Municipal Code 2.04.031 and 2.05.020, Pertaining to Eligibility of Council Members and the Mayor

Upcoming Events:

The Alaskan Scottish Club is pleased to present the Alaska Scottish Highland Games at the Alaska State Fairgrounds Saturday, June 25 and Sunday, June 26 2022!

Featuring all things Scottish-Bagpipes, Heavy Athletics, Celtic Dance, Drumming, Kilted Mile, Scotch Tasting, Tea Tent, Salmon Tossing, Highland Coo, Tug-Of-War, Vendors, Historical Demonstrations, Musical Guests, Axe Throwing, Children's Events and so much there is something for everyone to enjoy!

<https://alaskanscottish.org/highland-games/>

Informational:

Gravel Trains | Alaska Railroad

Gravel Train Traffic Reminder:

With spring comes Alaska's construction season, and an associated demand for gravel. The Alaska Railroad would like to remind folks traveling to, from and around Palmer that gravel train traffic is resuming. The first trains to Palmer in 2022 began running in early May.

<https://www.alaskarailroad.com/corporate/community/gravel-trains>

Beautification Awards:

Request that Council Members submit names and addresses of nominees for the 2022 Home Beautification Awards to be given during Palmer Pride picnic on July 22.

Mayor Steve Carrington

**City of Palmer
Resolution No. 22-018**

Subject: Recognizing Governor Michael Dunleavy, the Alaska Department of Transportation & Public Facilities, and the Matanuska-Susitna Borough for Vital Traffic and Safety Improvement That Enhances Our Community.

Agenda of: June 14, 2022

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: _____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	_____	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Resolution No. 22-018

Summary Statement/Background:

The Matanuska Susitna Borough is making improvements to Felton Street that will allow for efficient traffic flows between Bogard Road and the Palmer/Wasilla Highway. Safe routes to schools will be greatly enhanced with the Felton Street project.

Vehicle and Pedestrian traffic safety is the highest priority for the City of Palmer. It has been determined that this work will serve the public interest and enhance the quality of life for the residents of, and visitors to, the City. With direction from Governor Dunleavy, a traffic control light will be installed at the intersection of Felton Street and the Palmer/Wasilla Highway. Cooperation between The City and Alaska Department of Transportation & Public Facilities will provide for a traffic light at the intersection of Felton Street and Palmer/Wasilla Highway. Significant assistance was given from DOT members Wolfgang Junge and Todd Vanhove to complete the safety apparatus addition.

Administration's Recommendation:

Approve Resolution No. 22-018

LEGISLATIVE HISTORY

Introduced by: Manager Moosey

Date: 6/14/2022

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 22-018

A Resolution of the Palmer City Council Authorizing the City Manager to Recognize Governor Michael Dunleavy, the Alaska Department of Transportation & Public Facilities, and the Matanuska-Susitna Borough for Vital Traffic and Safety Improvement That Enhances Our Community.

WHEREAS, the Matanuska Susitna Borough is making improvements to Felton Street that will allow for efficient traffic flows between Bogard Road and the Palmer/Wasilla Highway; and

WHEREAS, safe routes to schools will be greatly enhanced with the Felton Street project; and

WHEREAS, vehicle and Pedestrian traffic safety is the highest priority for the City of Palmer; and

WHEREAS, it has been determined that this work will serve the public interest and enhance the quality of life for the residents of, and visitors to, the City; and

WHEREAS, with direction from Governor Dunleavy, a traffic control light will be installed at the intersection of Felton Street and the Palmer/Wasilla Highway; and

WHEREAS, cooperation between The City and Alaska Department of Transportation & Public Facilities will provide for a traffic light at the intersection of Felton Street and Palmer/Wasilla Highway; and

WHEREAS, significant assistance was given from DOT members Wolfgang Junge and Todd Vanhove to complete the safety apparatus addition;

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Palmer would like to honor and thank Governor Michael Dunleavy, the Alaska Department of Transportation & Public Facilities, and the Matanuska-Susitna Borough for this vital traffic and safety improvement that enhances our community.

Approved by the Palmer City Council this ____ day of _____, 2022.

Steven J Carrington, Mayor

Shelly Acteson, MMC, City Clerk

**City of Palmer
Resolution No. 22-019**

Subject: Recognizing Governor Michael Dunleavy's Budgetary Support for the Wastewater Treatment Facility.

Agenda of: June 14, 2022

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: _____ Name, Title

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: _____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	_____	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Resolution No. 22-019

Summary Statement/Background:

The City of Palmer completed Phase I of its required Wastewater Treatment Plant improvements in 2018 expending \$12 million; and

Under a US Federal Government Consent Decree, Phase II was ordered and is anticipated that the entire Phase II project will reach an additional \$12 million; and

These two projects are an outsize burden to carry for a utility of 2,318 service connections; and

Our customers include Matsu Regional Medical Center, and Matsu College and many others who reside outside the city limits of Palmer; and

Governor Michael Dunleavy included the vital City of Palmer Phase II project in the 2023 Governor's Budget; and

The significant expense of these two major water pollution control projects falling on the backs of a limited customer base were unsustainable; and

Significant rate increases for the City's water pollution control monthly charges have increased and would continue to greatly increase; and

The City of Palmer requested assistance from Governor Dunleavy regarding this negative impact on our users for this essential municipal service; and

Governor Dunleavy responded by assigning a significant amount of his 2022-23 budget to meet the City of Palmer's needs; and

The Palmer City Council desires to express our sincere thanks and gratitude for this generous assistance.

Administration's Recommendation:

Approve Resolution No. 22-019

LEGISLATIVE HISTORY

Introduced by: Manager Moosey

Date: 6/14/2022

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 22-019

A Resolution of the Palmer City Council recognizing Governor Michael Dunleavy’s budgetary support for the Wastewater Treatment Facility.

WHEREAS, the City of Palmer completed Phase I of its required Wastewater Treatment Plant improvements in 2018 expending \$12 million; and

WHEREAS, under a US Federal Government Consent Decree, Phase II was ordered and is anticipated that the entire Phase II project will reach an additional \$12 million; and

WHEREAS, the significant expense of these major water pollution control projects falling on the backs of a limited customer base of 2,318 service connections was unsustainable; and

WHEREAS, significant rate increases for the City’s water pollution control have occurred and would continue to greatly increase; and

WHEREAS, our customers include Matsu Regional Medical Center, Matsu College and many others who reside outside the city limits of Palmer; and

WHEREAS, the City of Palmer requested assistance from Governor Dunleavy regarding this negative impact on our users for this essential municipal service; and

WHEREAS, Governor Dunleavy responded by assigning a significant amount of his 2022-23 budget to include the vital Phase II project and meet the City of Palmer’s needs; and

WHEREAS, the Palmer City Council desires to express our sincere thanks and gratitude for this generous assistance.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby recognizes Governor Michael Dunleavy’s budgetary support for the Wastewater Treatment Facility.

Approved by the Palmer City Council this ____ day of _____, 2022.

Steven J Carrington, Mayor

Shelly Acteson, MMC, City Clerk

**City of Palmer
Action Memorandum No. 22-034**

Subject: Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection of the Liquor License renewal of Fred Meyer Store #649, license #4366.

Agenda of: June 14, 2022

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (√):

- Creates revenue in the amount of: \$ unknown
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: _____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	_____	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. #4366 Liquor License Review Form
2. #4366 New LGB Renewal Notice
3. #4366 Complete Renewal Packet

Summary Statement/Background:

Fred Meyer Store #649 has applied for a Package Store license renewal. Per State law a local governing body may protest the approval of an application pursuant to AS 04.11.480 by providing the applicant with a clear and concise written statement of the reason for the protest or may voice a non-objection to a request.

Administration's Recommendation:

Approve Action Memorandum No. 22-034.

City of Palmer • Liquor License Review Form

BUSINESS NAME: Fred Meyer #649 **OWNER:** Fred Meyer Stores, Inc
LICENSE TYPE: Package Store
LOCATION: 535 E Palmer Wasilla Highway Palmer, AK 99645

Route to: Department of Finance

Department of Finance

Business License/Sales Tax/
Utilities/Assessments Current: Yes No

If no, explain: _____

Other Comments: _____

m tefft (finance manager) for gina davis (finance director) 05/09/2022
Finance Director Date

Route to: Department of Community Development

Department of Community Development

Code (PMC/Bldg/Fire) Compliant: Yes No

If no, explain: _____

Other Comments: _____

B May 9, 2022
Community Development Director Date

Route to: Police Department

Police Department

Excessive Calls: Yes No

If yes, explain: _____

Other Comments: _____

Dwayne Shelton 5-9-2022
Chief of Police Date

TO COUNCIL FOR AGENDA OF: June 14, 2022



May 6, 2022

City of Palmer and Matanuska- Susitna Borough

Via Email: license.reviews@matsugov.us; alex.strawn@matsugov.us; keliEFF@palmerak.org;
jmoosey@palmerak.org

Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Package Store	4366
Licensee:	Fred Meyer Stores Inc	
Doing Business As:	Fred Meyer #649	

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Acting Director
Alcohol and Marijuana Control Office (AMCO)

Last Name

Date

Page 2

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD
FORM CONTROL

LICENSE NUMBER

XXXX

ISSUED
5/06/2022
ABC BOARD

LIQUOR LICENSE
2022 - 2023
TEMPORARY

4366

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store

LICENSE FEE: \$1,500.00

1150

CITY / BOROUGH: Palmer
Matanuska-Susitna Borough

D/B/A: Fred Meyer #649
535 E Palmer-Wasilla Hwy

Mail Address:
Fred Meyer Stores Inc.
PO Box 305103
Nashville, TN 37230-5103

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD



DIRECTOR

04-900 (REV 7/21)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD
FORM CONTROL

LICENSE NUMBER

XXXX

ISSUED
5/06/2022
ABC BOARD

LIQUOR LICENSE
2022 - 2023
TEMPORARY

4366

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store

LICENSE FEE: \$1,500.00

CITY / BOROUGH: Palmer
Matanuska-Susitna Borough

D/B/A: Fred Meyer #649
535 E Palmer-Wasilla Hwy

Mailing Address:
Fred Meyer Stores Inc.
PO Box 305103
Nashville, TN 37230-5103

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 7/21)



Alcohol and Marijuana Control Office
 550 W 7th Avenue,
 Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17b: 2022/2023 Package Store Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2022 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Establishment Contact Information

Licensee (Owner):	Fred Meyer Stores, Inc.	License #:	4366
License Type:	Package Store		
Doing Business As:	Fred Meyer #649		
Premises Address:	535 E Palmer-Wasilla Hwy		
Local Governing Body:	City of Palmer (Mantansuka-Susitna Borough)		
Community Council:	None		

If your mailing address has changed, write the NEW address below:

Mailing Address:	Kroger Business License P.O. Box 305103				
City:	Nashville	State:	TN	ZIP:	37230-5103

Section 1 – Licensee Contact Information

Contact Licensee: The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Don Forrest	Contact Phone:	503-797-3117
Contact Email:	don.forrest@kroger.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	Jackie Matherne	Contact Phone:	615-232-9489
Contact Email:	jackie.matherne@kroger.com or business.license@kroger.com		

Name of Contact:	Jacqueline Cossey	Contact Phone:	615-232-9531
Contact Email:	jackie.cossey@kroger.com		

Section 2 – Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2022 and/or 2023?

YES NO



Alaska Alcoholic Beverage Control Board

Form AB-17b: 2022/2023 License Renewal Application

Section 3 – Entity or Community Ownership Information

Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	83574F
-----------------------	--------

READ BEFORE PROCEEDING: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including *non-profit* must list ONLY the following:
 - All shareholders who own 10% or more stock in the corporation
 - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
 - All Members with an ownership interest of 10% or more
 - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including *Limited Partnerships* must list ONLY the following:
 - Each Partner with an interest of 10% or more
 - All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.

Name of Official:	Fred Meyer Stores, Inc.				
Title(s):	Shareholder	Phone:	800-858-9202	% Owned:	100
Mailing Address:	3800 NE 22nd Avenue				
City:	Portland	State:	OR	ZIP:	97202

Name of Official:	Dennis Gibson				
Title(s):	President-Fred Meyer Stores, Inc.	Phone:	303-778-3292	% Owned:	0
Mailing Address:	3800 SE 22nd Avenue				
City:	Portland	State:	OR	ZIP:	97202

Name of Official:	Christine Wheatley				
Title(s):	VP/Secretary/Director	Phone:	513-762-4000	% Owned:	0
Mailing Address:	1014 Vine Street				
City:	Cincinnati	State:	OH	ZIP:	45202



Alaska Alcoholic Beverage Control Board

Form AB-17b: 2022/2023 License Renewal Application

Section 3 – Entity or Community Ownership Information

Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	83574F
-----------------------	--------

READ BEFORE PROCEEDING: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

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DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list ONLY the following:
 - All shareholders who own 10% or more stock in the corporation
 - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
 - All Members with an ownership interest of 10% or more
 - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
 - Each Partner with an interest of 10% or more
 - All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.

Name of Official:	Carin L. Fike				
Title(s):	Vice President/Treasurer	Phone:	513-762-4911	% Owned:	
Mailing Address:	1014 Vine Street				
City:	Cincinnati	State:	OH	ZIP:	45202

Name of Official:	John D. DeFrance				
Title(s):	Vice President/Asst Secretary	Phone:	310-884-6030	% Owned:	
Mailing Address:	1014 Vine Street				
City:	Cincinnati	State:	OH	ZIP:	45202

Name of Official:	Don E. Forrest				
Title(s):	Vice President	Phone:	503-797-3117	% Owned:	
Mailing Address:	3800 SE 22nd Avenue				
City:	Portland	State:	OR	ZIP:	97202



Alaska Alcoholic Beverage Control Board

Form AB-17b: 2022/2023 License Renewal Application

Section 3 – Entity or Community Ownership Information

Sole Proprietors should skip this Section.

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	83574F
-----------------------	--------

READ BEFORE PROCEEDING: Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business licensee must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including *non-profit* must list ONLY the following:
 - All shareholders who own 10% or more stock in the corporation
 - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
 - All Members with an ownership interest of 10% or more
 - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including *Limited Partnerships* must list ONLY the following:
 - Each Partner with an interest of 10% or more
 - All General Partners regardless of percentage owned

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.

Name of Official:	Dan Krekeler				
Title(s):	Vice President	Phone:	615-232-9777	% Owned:	
Mailing Address:	2620 Elm Hill Pike				
City:	Nashville	State:	TN	ZIP:	37214

Name of Official:	Misty Murad				
Title(s):	Vice President	Phone:	615-425-4229	% Owned:	
Mailing Address:	2620 Elm Hill Pike				
City:	Nashville	State:	TN	ZIP:	37214

Name of Official:	Nicholas G. Hodge				
Title(s):	Vice President	Phone:	513-762-4880	% Owned:	
Mailing Address:	1014 Vine Street				
City:	Cincinnati	State:	OH	ZIP:	45202



Alaska Alcoholic Beverage Control Board
Form AB-17b: 2022/2023 License Renewal Application

Section 4 – Sole Proprietor Ownership Information

Corporations, LLC's and Partnerships of ALL kinds should skip this section.

READ BEFORE PROCEEDING: Any new or changes to the ownership of the business license must be reported to the ABC Board within **10 days** of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

Important Note: All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an: Applicant Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an: Applicant Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

Section 5 – License Operation

Check **ONE BOX** for EACH CALENDAR YEAR that best describes how this liquor license was operated:

- | | 2020 | 2021 |
|---|-------------------------------------|-------------------------------------|
| 1. The license was regularly operated continuously throughout each year. (Year-round) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The license was only operated during a specific season each year. (Seasonal)
If your operation dates have changed, list them below:
_____ to _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year,
<u>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</u> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <u>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated. If you have not met the minimum number of hours of operation in 2020 and/or 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.</u> | <input type="checkbox"/> | <input type="checkbox"/> |

Section 6 – Violations and Convictions

Have ANY Notices of Violation been issued for this license OR has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2020 or 2021? Yes No

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.



Alaska Alcoholic Beverage Control Board Form AB-17: 2022/2023 License Renewal Application

Section 7 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.
- I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

DocuSigned by:
Jackie Cossey
Signature of licensee

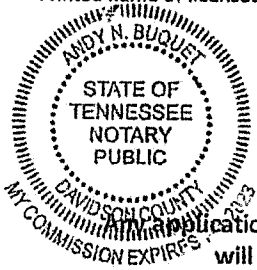
Andy N. Buquet
Signature of Notary Public

Jacquleen Cossey (On behalf of Fred Meyer Stores, Inc) Notary Public in and for the State of: Tennessee

Printed name of licensee

My commission expires: 07/03/2023

Subscribed and sworn to before me this 13th day of January, 20 22.



All renewal and supplemental forms are available online

Application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.

FOR OFFICE USE ONLY

License Fee:	\$	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	FRED MEYER STORES, INC.

Entity Type: Business Corporation

Entity #: 83574F

Status: Good Standing

AK Formed Date: 11/14/2003

Duration/Expiration: Perpetual

Home State: OHIO

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: 1014 VINE ST, TAX DEPT GO 7, CINCINNATI, OH 45202-1100

Entity Physical Address: 3800 SE 22ND AVE, PORTLAND, OR 97242-0121

Registered Agent

Agent Name: Corporation Service Company

Registered Mailing Address: 9360 GLACIER HWY STE 202, JUNEAU, AK 99801

Registered Physical Address: 9360 GLACIER HWY STE 202, JUNEAU, AK 99801

Officials

Show Former
Owned

AK Entity #	Name	Titles
	Carin Fike	Treasurer, Vice President
	Christine Wheatley	Secretary, Vice President
	Dan Krekeler	Vice President
	DAN FORREST	Vice President
	Dennis Gibson	President
	Dorothy Roberts	Assistant Secretary
	JOHN DEFRANCE	Assistant Secretary, Vice President
	Joseph Bradley	Assistant Treasurer
	MISTY MURAD	Vice President
	Nicholas Hodge	Vice President
	Steven Prough	Assistant Secretary

Filed Documents

Date Filed	Type	Filing	Certificate
-------------------	-------------	---------------	--------------------

Date Filed	Type	Filing	Certificate
11/14/2003	Creation Filing	Click to View	
1/09/2004	Amendment	Click to View	
1/09/2004	Survivor	Click to View	
1/24/2005	Biennial Report	Click to View	
12/18/2006	Biennial Report	Click to View	
2/09/2010	Biennial Report	Click to View	
10/03/2011	Biennial Report	Click to View	
12/18/2012	Biennial Report	Click to View	
2/22/2013	Change of Officials	Click to View	
3/29/2013	Change of Officials	Click to View	
11/05/2014	Biennial Report	Click to View	
11/06/2014	Change of Officials	Click to View	
12/21/2015	Correction	Click to View	Click to View
12/13/2016	Biennial Report	Click to View	
12/15/2017	Change of Officials	Click to View	
12/27/2018	Biennial Report	Click to View	
10/21/2019	Change of Officials	Click to View	
12/15/2020	Biennial Report	Click to View	
4/13/2021	Certificate of Compliance		Click to View

[Close Details](#)

[Print Friendly Version](#)

Signature: 
Michele Tefft (May 9, 2022 09:30 AKDT)
Email: mtefft@palmerak.org

Signature: 
Brad Hanson (May 9, 2022 09:33 AKDT)
Email: bahanson@palmerak.org

Signature: 
Email: dashelton@palmerpolice.com

**City of Palmer
Action Memorandum No. 22-035**

Subject: Authorize the City Manager to negotiate and execute a two-year contract, with the option to renew up to three one-year options with Alaska Communications Systems, Inc. for IT Support Services, not to exceed \$169,000 for the first year.

Agenda of: June 14, 2022

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager 

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **169,000.00**

This legislation (√):

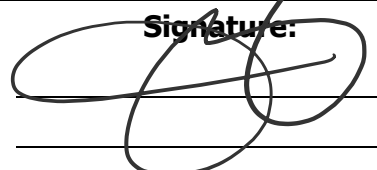
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 169,000.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-01-05-6095 Computer Services
- Not budgeted Additional \$16,000 for 2022

Director of Finance Signature:  _____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. City of Palmer Agreement
2. ACS State Business License
3. Palmer Business License

Summary Statement/Background:

The service agreement with the city's current IT service provider, Ampersand/AlasConnect, will expire June 30, 2022; no additional renewals remain on the contract.

The City Manager issued a Request for Proposal on April 8, 2022.

Three proposals were received. All three were reviewed and rated based on the criteria listed in the Request for Proposal. Alaska Communications Services, Inc scored the highest.

The city entered into discussions with Alaska Communications Systems, Inc, the most qualified proposer, and those discussions resulted in a fair and reasonable contract.

The first year of the contract is in the amount of \$169,000. If the city renews the contract for three (3) additional one (1) year terms as outlined in the RFP, the rate for each of those years will be \$156,000.

Administration's Recommendation:

Approve Action Memorandum No. 22-035.

Contract Type

- New
 Amendment / Order to Contract ID #
 Renewal, Effective Date Type Here
 Co-terminus with Existing Agreement, Date Type Here

Business/ Customer Information

Business Name: City of Palmer
 Billing Address Line 1: 231 W. Evergreen Ave
 Billing Address Line 2:
 City/State/Zip: Palmer, AK, 99645
 Order Contact: John Moosey
 Contact Email: jmoosey@palmerak.org

Account Number:
 Service Street Address*: 231 W. Evergreen Ave
 Service Address – Line 2:
 Service City/State/Zip*: Palmer, AK, 99645
 Contact Phone Number: 907-761-1314
 *If different from Billing Address:

Scope of Services

Products and Services	Service Descriptions Attachments	Exhibits	Inside wiring: <input type="checkbox"/> Yes
ConstantlyOn IT	ConstantlyOn IT System Administrator ConstantlyOn IT Minimum Security Requirements and Agreements		Not Applicable

Cost are incremental to any existing services:

Term 2 year. Monthly Recurring Charges: **\$13,000.00** Initial Non-Recurring Charges: **\$13,000.00**

Letter of Authorization (For Local and Long Distance Carrier Changes)

I desire to change the Services marked below to Alaska Communications for the numbers listed on the Service Order. I authorize orders to be placed for me on my behalf by Alaska Communications.

Local Telephone Service
 In-State Long Distance
 Out-of-State Long Distance

I agree that Alaska Communications may provide Customer Proprietary Network Information detail to me at my request, without prior password authentication, based on the methods specified in the Privacy section of the ACSA.

Yes! I would like to receive information on Alaska Communications' products, promotions, and services.

Yes! I would like to receive information from Alaska Communications' contractual affiliates on products, promotions, and services.

I acknowledge that I have read and understand the ACSA and all applicable exhibits and attachments, including the pricing applicable to all Services I have chosen.

I am authorized to sign this ACSA and agree to be bound by it. I UNDERSTAND AND AGREE THAT EARLY TERMINATION MAY RESULT IN EARLY TERMINATION CHARGES.

I AGREE TO THE ALASKA COMMUNICATIONS TERMS AND CONDITIONS AT ALASKACOMMUNICATIONS.COM/BUSINESSSTERMSANDCONDITIONS AS THEY MAY BE AMENDED.

Service Details

ConstantlyOn IT with Onsite System Administrator

The term of the professional services agreement is two years, with three one-year options unilaterally available to the City of Palmer. The agreement may be terminated at the convenience of the City of Palmer at any time.

Service dates of 7/1/2022 - 6/30/2024

This agreement covers the City of Palmer City Hall location at 231 W. Evergreen Ave., Palmer, AK, 99645. City of Palmer Operations of Library, Public Safety, Public Works and Administration are included in this support agreement.

Attachments

Service Description - System Administrator

Service Description - ConstantlyOn IT

Customer Agreement - Minimum Security Requirements

CHANGES TO TERMS CONDITIONS, SERVICES DESCRIPTIONS, EXHIBITS, AND THIS FORM GO HERE AND REQUIRE LEGAL DEPARTMENT APPROVAL. INITIALS OF LEGAL TEAM REP (REQUIRED IF TEXT IS ENTERED BELOW) _____ Date _____
"Type here"

Customer

Alaska Communications

Signature: _____

Signature: _____

Name: _____

Name: _____

Business Name: City of Palmer

Business Name: Alaska Communications

Date: _____

Date: _____

Service Description
System Administrator

Attachment to Alaska Communications Services Agreement

Onsite System Administrator with Constantly On IT (COIT) Support

The onsite System Administrator service will work in conjunction with our Constantly On IT services to provide direct onsite support for customer IT Network and providing end user support. The Constantly On IT Service Description is applicable in conjunction with the Service Description.

(a) Provision of Services. Alaska Communications will provide one regularly scheduled System Administrator for 40 hours per week (using best efforts to give Client prior notice of any change to the employee's regular schedule) with allowance for up to 3 weeks of paid time off and necessary training for designated onsite employee. Support coverage during scheduled and unscheduled time off for the System Administrator will be provided by the COIT Help Desk during the term of this agreement. Customer shall furnish the onsite System Administrator with appropriate work space at City of Palmer office locations and access to information, systems, resources and cooperation to provide services under this Agreement.

(b) Incident and Request Management. Alaska Communications will provide Information Technology support for City of Palmer locations, defined during onboarding of services, for hardware, systems, and Microsoft operating systems. The onsite System Administrator will serve as the primary point of contact for reporting incidents and/ or requests for assistance. Tickets will be logged in a professional services automation (PSA) tool managed by Alaska Communications which will allow for customer reporting related to ticketing metrics.

(c) COIT Help Desk. Alaska Communications remote help desk will be available for escalated trouble request where additional expertise from our Tier II or Tier III level subject matter experts is an available resource.

(d) Proactive Support. Alaska Communications COIT Proactive Team will provide proactive support, such as monitoring backup jobs for completion status, monitoring anti-virus software for issues, and proactive maintenance on covered system such as deploying required feature packs, hot fixes, firmware updates, anti-virus software database updates, etc. Software upgrades are not considered proactive. COIT Proactive Team will work in conjunction with onsite System Administrator to engage in troubleshooting and remediation of identified issues.

(e) Communication. Methodology for requests for assistance will be identified during customer onboarding to Alaska Communications services. Possible methods to deliver request for support to Alaska Communications may include: (i) sent by email to the Remote Help Desk; or (ii) communicated by telephone to a customer provided phone number or by calling the Alaska Communications COIT number. Tickets will be assigned tracking numbers and Alaska Communications will respond to Service Requests in the order received, or if an Incident, based on the severity of the incident.

Onsite System Administrator will communicate regularly with COIT Help Desk, Technical Account Manager and Customer on matters relating to Customer's computer network(s) and information technology equipment.

(f) New Equipment, Software and Projects. The onsite System Administrator will provide support for configuration and setup of new computer equipment. Projects that can be performed within the capacity, scope and expertise of the onsite System Administrator will also be coordinated as such during solution planning and costing. Complex projects will be quoted at contracted rates utilizing appropriate technical subject matter experts based on the scope of the project. All projects will follow the project process of Scoping, Assessment, Design and Implementation. All major projects will go through a peer review process with Alaska Communications project engineers.

(g) Vendor Management. On behalf of Customer, Alaska Communications System Administrator will serve as point of contract for Information Technology vendors, that customer has ongoing contract. Alaska Communications will track vendor work order requests and regularly update the Customer on progress. Customer understands the resolution time needed for issues requiring vendor assistance cannot be controlled by Alaska Communications, Alaska Communications serves only as local assistance for the vendor. Any effort with vendor outside of regular business hours are in addition to the Monthly Recurring Cost agreed upon in the ACSA.

**Service Description
ConstantlyOn IT**

Attachment to Alaska Communications Services Agreement

1. ConstantlyOn IT Service

A. The Services

The Services include Network Monitoring, Vendor Management, Remote Help Desk support, and Proactive Support as described below. Regular business hours are 7:00 AM through 6:00 PM Alaska Time, Monday through Friday, excluding Alaska and federal holidays observed by Alaska Communications. Services are provided for the locations and number of covered users specified in the Alaska Communications Services Agreement (ACSA). If Customer’s network structure or equipment use is beyond that normally encountered for the number of users covered, Alaska Communications reserves the right to upwardly adjust the Monthly Recurring Charge (MRC).

(a) Network Monitoring. Alaska Communications will monitor the customers local area network(s) identified in the ACSA. Only those devices that can be monitored via WMI/SNMP will be included. Should that monitoring expose any problems, Alaska Communications will endeavor to promptly address them remotely within regular business hours.

(b) Vendor Management. On behalf of Customer, Alaska Communications will serve as point of contact for Information Technology vendors, that customer has ongoing contracts with, for covered systems under the ACSA. Alaska Communications will track vendor work order requests and regularly update the Customer on progress. Customer understands the resolution time needed for issues requiring vendor assistance cannot be controlled by Alaska Communications, Alaska Communications serves only as the local assistance for the vendor. Any effort with vendor outside of regular business hours are in addition to the MRC agreed upon in the ACSA. Additionally, extended troubleshooting activities with vendor and work not directly related to problem resolution such as assisting vendor in configuring and using remote access capability or the acquisition, installation and configuration costs of any tools, software or hardware, may be in addition to the MRC agreed upon in the ASCA.

(c) Remote Help Desk. Alaska Communications will provide Information Technology support for hardware, systems, and Microsoft operating systems covered by the ACSA. Alaska Communications will provide help desk services for end user support questions, and where possible, troubleshoot hardware & software, through remote means.

(d) Proactive Support. Alaska Communications will provide proactive support, such as monitoring backup jobs for completion status, monitoring anti-virus software for issues, and proactive maintenance on covered system such as deploying required feature packs, hot fixes, firmware updates, anti-virus software database updates, etc. Software upgrades are not considered proactive.

(e) Incident and Service Requests. Any need for assistance will be initiated by a covered user by creation of a “Trouble Ticket” to be delivered to Alaska Communications as follows: (i) sent by email to the Remote Help Desk; or (ii) communicated by telephone. Customer may also choose to have a single representative in Customer’s organization forward all covered end-user assistance requests to Alaska Communications by the methods listed above. Tickets will be assigned tracking numbers and Alaska Communications will respond to Service Requests in the order received, or if an Incident, based on the

severity of the incident. See Annex A “Response Times” table for reference on the service’s expected response times based on ticket type and severity.

(f) Onsite Service Call. On occasion, a customer may request an onsite visit for a service call that cannot be easily resolved remotely. Customer and Alaska Communications will determine together if the onsite visit is necessary, and if so, a clear statement of work in the form of a service ticket will be created. Once onsite, the Alaska Communications technician assigned to the service ticket will perform the tasks in the service ticket only. Onsite visits are restricted to the customer business locations that are included in the ASCA. Alaska Communications reserves the right to dispatch technicians to solve any trouble ticket or service request.

(g) Onsite Service Call – No Trouble Found. In the event that Alaska Communications furnishes a technician onsite, in response to Customer’s service request, and Customer is not able to identify or reproduce the problem at issue, the Customer agrees to pay Alaska Communications for its services at Alaska Communications’ standard labor rates at the time of the service.

(h) Hardware, Systems, and Microsoft Operating System Software Support. Throughout the entire term of the ASCA, all software supported must be genuine, fully and properly licensed, and vendor supported. Any hardware, system, or software failing to meet the above conditions will not be supported under Services described in this document and, if Alaska Communications determines that the failure substantially impairs its ability to provide services hereunder, Alaska Communications may terminate the ASCA immediately. Alaska Communications acknowledges that in certain rare cases hardware, systems and operating systems not under warranty or support must remain in use based on vendor and/or business requirements. In those cases, any support provided by Alaska Communications will not be subject to the Response and Resolution Times targets in Annex A. Any additional costs associated with this support may be in addition to the MRC agreed to in the ASCA.

(i) Breach, Viruses and Infection Remediation Efforts. Although it is impossible to prevent all security incidents, good security practices can reduce the likelihood of an incident and its severity. Alaska Communications may suggest security steps a customer may take to reduce this likelihood. It is strongly recommended to consider these suggestions as Alaska Communications provides no included breach or virus infection remediation with this service, rather the focus is on prevention. In the event of a breach or virus infection, Alaska Communications may, at its discretion, provide some modest recovery efforts up to 1 times MRC for ConstantlyOn IT services covered by the ASCA, such as restoring lost files from a known good back up, but in no case will in-depth recovery and/or forensics be included in the monthly recurring charge.

B. Conditions to Provision of ConstantlyOn IT Services

Customer will ensure that its network, systems and hardware meet the conditions outlined in Section 1 A (h) above and additionally comply with each of the following requirements:

(a) Customer-provided anti-virus products (used in lieu of the standard Alaska Communications included product in this Service) must be a currently licensed, updated and vendor-supported server-based antivirus solution protecting all servers, desktops, notebooks/laptops, and email.

(b) Customer's environment must have a currently licensed, vendor-supported server-based, cloud based, or dedicated appliance-based backup solution that can be monitored and sends notifications regarding job failures and successes. The selection of data to be backed up, retention requirements and recovery time objectives will be determined by a Customer-defined selection list created with the assistance of Alaska Communications.

(c) Customer's environment must have a licensed, vendor-supported, enterprise class hardware firewall between the internal network and the internet. As each business may have its own unique inbound/outbound security requirements, Alaska Communications expects the customer to participate in the definition of the firewall security policies applied. Alaska Communications' role is to advise only, to assist in applying the defined policies to the firewall, and to assist in revising those policies as customer needs require.

(d) Customer should have a static IP address assigned to the Internet facing interface on the firewall to permit or allow Virtual Private Network (VPN) access for required remote support capability; This is recommended for each client location. Without this static IP address, Alaska Communications ability to perform remote support is severely impacted and Alaska Communications would not expect to be able to achieve the resolution times detailed in Annex A.

(e) The physical environment where Customer's servers and/or networking hardware are installed should be compatible with the manufacturer's recommendations for proper ventilation, cooling and power. In addition, proper earthquake and flood damage mitigation mechanisms should be in place. The environment must also provide ConstantlyOn IT staff the ability to work uninhibited by space restrictions.

(f) Customer must provide administrative access to all systems requiring support covered by the ACSA, whether it is an on-premise system, or in the cloud. In cases where this administrative access requires an account that may require costs to acquire, customer is responsible for those costs.

(g) Customer will notify Alaska Communications of all instances and locations containing Personal Healthcare Information ("PHI"), electronic Personal Healthcare Information ("ePHI"), Payment Card Industry Data Security Standard information ("PCI-DSS"), Personally-Identifiable Information ("PII") and any other protected information. This information is used by Alaska Communications solely to determine where data may be subject to increased security scrutiny and protection.

It is recommended that customer maintain at least one spare PC, either desktop or laptop or both. If a covered employee has a complete PC failure, without a spare, the time to return that person to full working order will be dictated by the speed at which a replacement can be acquired, a length of time Alaska Communications has no control over.

C. Exclusions from ConstantlyOn IT Services

The Services provided by Alaska Communications to Customer do not include:

(a) After the start of the service, any equipment, hardware, parts and software not disclosed to Alaska Communications during the onboarding process;

(b) The costs to acquire, configure and install new or replacement equipment, hardware or parts, licensing or software and any associated delivery or shipping charges of any kind;

(c) The costs to acquire technology vendor support contracts or warranties to support customer equipment and software;

(d) Equipment, hardware, parts and software not covered by any vendor or manufacturer warranties or support agreement;

(e) Wiping, re-imaging, and rebuilding of existing PC's for redistribution. This is considered a new or replacement PC under the terms of the ASCA and costs to complete will be in addition to the MRC agreed to in the ASCA.

(f) Any hardware, software, or systems whose intended purpose is for in home use.

(g) Any hardware, software, or systems whose failure or defect was caused by improper use;

(h) All service and repairs made necessary by the alteration or modification of equipment, other than that authorized by Alaska Communications, including alterations, software installations or modifications of equipment made by Customer's employees or anyone other than Alaska Communications;

(i) All maintenance of applications software packages, whether acquired from Alaska Communications or any other source;

(j) All programming (modification of software code) and program (software) maintenance, unless already covered;

(k) Training of any kind;

(l) If customer is asked to perform an audit or self-audit on regulation compliance, Alaska Communications will assist where possible solely by providing information on covered systems under the ASCA as it relates to Information Technology. Alaska Communications will not provide data on compliance in other areas such as but not limited to, policies or employee training. Additionally, the cost associated with Alaska Communications assisting in this effort will be in addition to the MRC;

D. Additional Covered Users and/or Business Locations

If Customer wishes to add additional covered users and/or physical business locations to those currently covered under the current ASCA, Alaska Communications must be notified of the additions and obtain Alaska Communications' prior written consent. Any addition of covered users and/or business locations not originally included in the current ASCA may require an adjustment to Customer's MRC for ConstantlyOn IT services. Once per year, Alaska Communications and customer will perform a true up to determine if any users or locations currently supported, or needing support, are not currently identified as covered by the current ASCA. Any additions may result in an adjustment to Customer's MRC for ConstantlyOn IT services covered by the ASCA. Any changes will be captured in an Addendum document to the ASCA currently in force.

Annex A

Support Tiers and Response/Resolution Times

Alaska Communications Support Tier levels are as follows:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified, and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd Party (Vendor) Support Engineers to resolve the most complex issues.

Alaska Communications' target response and resolution times, during regular business hours, for each priority level are as follows:

Trouble	Priority	Response time	Resolution time*
Service not available (All users affected, functions, and systems unavailable causing significant business impact).	1	Within 1 Hour	Reasonable Efforts to resolve within 2 hours
Significant degradation of service (large number of users or business critical functions affected, able to work with exceptions).	2	Within 2 Hours	Reasonable Efforts to resolve within 4 hours
Small service degradation (Business process can continue with effort, one or a few users affected).	3	Within 4 Hours	Reasonable Efforts to resolve within 16 hours
Service Requests (typical service requests include asks from a user for information, advice, a standard change, or access to a service).	4	Within 8 Hours	Resolution times vary as they are based on the nature of the request and amount of effort to resolve.

*Resolution times do not include time waiting for assistance from vendors on affected systems and/or responses for additional information or problem testing by customer that may be required by Alaska Communications.

Annex B

Service Rates

Labor	Rate	<p>*All times noted are Alaska Standard Time and exclude the observance of the following holidays:</p> <ul style="list-style-type: none"> New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Friday after Thanksgiving Christmas <p>**One hour minimum, thereafter, Service is billed in 30-minute increments.</p>
Remote Management/Help Desk 7am-6pm M-F*	INCLUDED	
Ongoing Network Alerting (active response is limited to 7am-6pm M-F*)	INCLUDED	
Onsite Constantly <i>On</i> IT Labor (Only for hardware and software issues affecting properly supported and warranted systems. 8am-5pm M-F*)	INCLUDED	
No Trouble Found Fee**	\$150/hr.	
Afterhours Support**	\$225/hr.	
Non Constantly <i>On</i> IT Service and Project Labor	\$150/hr	
Travel Labor (Any potential required travel labor will be determined based on location of service)	\$75/hr.	

Annex C

Deployment Schedule

This exhibit is intended to be a brief overview of a typical deployment schedule for implementation of the services defined within this contract and is to be further defined and negotiated by both parties AFTER contract execution.

Task	Responsible Party
Alaska Communications receives Contract	Alaska Communications and Customer
Customer can utilize Alaska Communications IT services until the on-boarding process is finalized at our standard rates. Services provided before onboarding is complete could be limited in our abilities to provide support as defined in this document, as all service requirements are not in place.	Customer
Information Technology Assessment Starts	Alaska Communications Engineer
Information Technology Assessment Completion	Alaska Communications Engineer
Internal (peer-peer) Alaska Communications meeting to review Information Technology Assessment	Alaska Communications Engineer and Staff
Alaska Communications Meeting with Customer to introduce Technical Account manager and review of Information Technology Assessment to include identification of items of a critical nature and remediation recommendations.	Alaska Communications Staff and Customer
Alaska Communications finalizes On-Boarding activities	Alaska Communications Engineer
Customer signs LOA's for Vendor Management provides authorized employees list for billable service requestor and provides employee directory & priority employee listing.	Customer
Full ConstantlyOn IT support starts	Alaska Communications and Customer

*

Annex D

Covered Features

This exhibit is intended to be a reference of included and excluded support features of ConstantlyOn IT. This list is for reference only and is not to be considered an absolute representation of all covered or excluded features.

Feature		Included	Excluded
Remote Support		X	
Technical Account Manager		X	
Compute Support			
	Desktops	X	
	Laptops	X	
	PC Peripherals	X	
	Printers/Scanners	X	
	Physical Servers	X	
	Virtualized Servers	X	
	Storage Arrays	X	
Proactive Maintenance			
	Service/Feature Packs	X	
	Hot Fixes/Patching	X	
	Firmware Updates	X	
Networking			
	Wired/Wireless Routers/Access Points	X	
	Hotspots/Guest Wireless		X
	Network Printing	X	
	Switches	X	
	Firewalls	X	
	Managed Routers	X	
Anti-Virus/Malware Mitigation			
	Anti-Virus Software Provided	X	
	Proactive AV Software Updating	X	
	Modest Reactive Virus/Malware removal – See Section 1 A (i) for details	X	
	Large Scale Incident Recovery/Forensics		X

Data Backup Systems Support			
	Monitoring Backup Process	X	
	Perform Simple File Restore Operations*	X	
	Disaster Recovery Assistance		X
Miscellaneous Equipment			
	Tablets and Mobile Devices		X
	Business Audio-Visual Equipment		X
	Point of Sales Equipment/Systems		X
	Telephone Equipment/Systems		X
Email Client Support			
	Current Vendor Supported Clients	X	
Email Server Support			
	Microsoft Exchange	X	
	Microsoft 365	X	
Internet Tools			
	Social Media Applications		X
	Web Browsers	X	
Operating System Support*			
	Windows Desktop Operating Systems	X	
	Microsoft Server Operating Systems	X	
	*Support typically is restricted to Operating Systems supported by Microsoft		
Microsoft 365 Tenant/Administration Support**		X	
Microsoft Azure Tenant/Administration Support**		X	
Non-Microsoft Cloud based Applications Administration Support**		X	
Server Based Application Support (e.g. SQL, IIS)		X	
Other Apps e.g. Adobe			X

* Simple File restores are define as file/folder data that can easily be restored via the in-place backup system using the data in the backup selection list. Complete disaster recovery or the need to recover an entire system just to recover a simple file/folder are excluded.

**Administration of cloud-based services include routine tasks such as adding new users, helping with passwords, assigning application licenses etc. Advanced administration such as configuring and maintaining SharePoint are excluded.

ConstantlyOn IT Minimum Security Requirements

Impacts from cyberattacks are both far reaching and costly with damages that can include; data extortion/ransomware, business reputation, and trust, as well as customer loyalty. Alaska Communications is committed to working with our ConstantlyOn IT clients to create an IT environment with layers of security to provide protection for your business resources and data. This approach combines multiple mitigating security controls such as:

- an anti-virus application
- a firewall
- an anti-spam application
- email encryption
- web filtering
- back-up solution with offsite replication
- local area network monitoring and alerting
- guest wireless network segregated from production network
- authorized personnel activity accounting (network administrative accounts)
- end-user awareness training
- end-user general policy management of password requirements, account lockouts and not using shared accounts
- upgrade, replacement or retirement of non-supported legacy systems
- physical environment security

This list is not all inclusive, and your organization may have additional security controls based on regulatory compliance requirements specific to your business. Your organization may utilize some or all these security tools and policies. (See back)

It is impossible to prevent all security incidents. Good security practices can reduce the likelihood of an incident and its severity. Alaska Communications' Managed IT services includes an extra annual allotment of one time your monthly ConstantlyOn IT charge to assist with remediating security incidents' regardless of the root cause of the incident. If at the time of an incident, you are in full compliance with the security recommendations provided by Alaska Communications on page two then this allotment will be increased to up to two times your ConstantlyOn IT monthly charges. Compliance with these requirements may involve a change to your network or network access policies, which will be coordinated in advance.

Customer

Signature: _____

Print Name: _____

Business Name: _____

Date: _____

Alaska Communications

Signature: _____

Print Name: _____

Business Name: **Alaska Communications**

Date: _____

ConstantlyOn IT Minimum Security Requirements and Client Agreement

Please review the table below and indicate your acknowledgment with initials.

#	Minimum Requirement	What this means to you	Risk of non-compliance	COIT
1	Passwords must be a minimum of 8 characters; contain standard complexity, and changed every 90 days.	User must maintain complex passwords which are changed when prompted	Attackers can use dictionary and brute force attacks to guess your password	✓
2	Accounts locked out for 24 hours after 5 invalid logon attempts to systems and Microsoft 365	User must call COIT helpdesk to unlock account	Attackers can use dictionary and brute force attacks to guess your password	✓
3	Firewall/UTM policy to block all unsecured inbound connections	Transparent to user	Reduces attack surface of system(s) exposed to potential attackers	✓
4	Wireless networks to be configured with WPA2 or stronger encryption; guest WLAN access must be segregated from production network	Wireless networks must use transport encryption stronger than WEP and WPA to prevent unauthorized use	Minimizes attacker ability to use brute-force techniques to gain unauthorized wireless access	✓
5	Each user must use his/her account; no sharing or group accounts permitted.	Each user has his or her own account	Allows COIT technicians to investigate security incidents	✓
6	Non-supported legacy systems must be upgraded, migrated, unsupported, or retired.	Any computers running, for example, Windows 7, must be decommissioned, upgraded to Windows 10, or migrated to newer hardware	Protects customer by ensuring that attackers cannot exploit old software that cannot be patched	✓

Please select one of the following:

I agree to meet the above minimum security requirements to the best of my ability with the understanding that I can request assistance in any of these areas from the COIT helpdesk at any time.

Initial: _____

I do not agree to the following minimum-security requirements (list by number):

Initial: _____ Number: _____

Initial: _____ Number: _____

Initial: _____ Number: _____

Initial: _____ Number: _____

Initial: _____ Number: _____

Initial: _____ Number: _____

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

ALASKA COMMUNICATIONS SERVICES, INC.

600 TELEPHONE AVENUE, ANCHORAGE, AK 99503

owned by

ALASKA COMMUNICATIONS SERVICES, INC.

is licensed by the department to conduct business for the period

December 29, 2020 to December 31, 2022
for the following line(s) of business:

54 - Professional, Scientific and Technical Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner



CITY OF PALMER

12/31/2022

231 W. EVERGREEN AVE., PALMER, AK 99645

ANNUAL BUSINESS LICENSE

LICENSE NUMBER

013242

THIS LICENSE IS GRANTED TO:

ISSUE DATE

EXPIRATION DATE

ALASKA COMMUNICATIONS SERVICES, INC.

06/07/2022

12/31/2022

DBA:

600 TELEPHONE AVE
ANCHORAGE, AK 99503

NOT TRANSFERABLE

POST AT ALL TIMES IN A CONSPICUOUS LOCATION

**City of Palmer
Action Memorandum No. 22-037**

Subject: Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection to Change of Controlling Interest in, Connoisseur Lounge, LLC Located at 226 West Evergreen Avenue, Suite 2 Marijuana License #27522

Agenda of: June 14, 2022

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ Unknown

This legislation (√):


- Creates revenue in the amount of: \$ Unknown
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted

Director of Finance Signature: _____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Connoisseur Lounge Controlling Interest Change Application

Summary Statement/Background:

Connoisseur Lounge has applied for change of controlling interest on their Marijuana License. Per State law a local governing body may protest the approval of an application by providing the applicant with a clear and concise written statement of the reason for the protest or may voice a non-objection to a request.

Administration's Recommendation:

Approve Action Memorandum No. 22-037.



Alaska Marijuana Control Board
Marijuana Establishment
Form MJ-17c: License Transfer Application

What is this form?

This form must be used to initiate a transfer of ownership of a marijuana establishment license under 3 AAC 306.045. This transfer application must be completed and submitted to AMCO's main office, along with all necessary supplemental documents and fees listed in **Form MJ-17b: License Transfer Application Checklist**, before a transfer of ownership, including a change that affects the controlling interest of an entity, will be considered by the Marijuana Control Board.

Please note that licensees seeking to change controlling interest of an entity that owns multiple licenses must submit a separate completed copy of this form and the required supplemental documents and fees for each license.

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	The Connoisseur Lounge, LLC	License Number:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W. Evergreen Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645
Email:	mattchambers907@gmail.com				
Local Government:	City of Palmer				

- Regular ownership transfer
 Transfer of controlling interest in the licensed entity

Section 2 – Transferee Information

Enter information for the **new** applicant seeking to be licensed. The business license # should be issued for the DBA listed below, and held by the transferee.

Licensee:	The Connoisseur Lounge, LLC	Alaska Entity #	10145944		
Mailing Address:	10400 E Bradley Lake Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645
Doing Business As:	The Connoisseur Lounge				
Business License #:	2116208	Business Phone:	907-244-8329		
Designated Licensee:	Mathew Chambers				
Contact Email:	mattchambers907@gmail.com	Phone #	907-244-8329		



Form MJ-17c: License Transfer Application

Section 3 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 4. If any entity official is another entity, you must include the AK Entity # of that entity in the Entity Official Name field, attach a separate completed copy of this page that breaks down the ownership information for that entity, and submit the supplemental documents and fingerprint fees listed on Form MJ-17b required for each individual entity official. Entity documents must be submitted for each entity listed on this form.

If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, list each *officer or director, and owner of any of the corporation's stock*.
- If the applicant is a limited liability company, list each *member holding any ownership interest and each manager*.
- If the applicant is a partnership or limited partnership, list each *partner holding any interest and each general partner*.

Entity Official Name:	Mathew Chambers				
Title(s):	Manager/Member	Phone:	907-244-8329	% Owned:	66
Email:	mattchambers907@gmail.com				
Mailing Address:	10400 E Bradley Lake Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645
Entity Official Name:	Trisha Torborg				
Title(s):	Member	Phone:	907-841-7773	% Owned:	24
Email:	trish__9@hotmail.com				
Mailing Address:	10400 E. Bradley Lake Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645
Entity Official Name:	Sara Jean Berberich				
Title(s):	Member	Phone:	907-841-1005	% Owned:	10
Email:	sbeairsto@live.com				
Mailing Address:	PO Box 733				
City:	Palmer	State:	Alaska	ZIP:	99645
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	



Alaska Marijuana Control Board
Form MJ-17c: License Transfer Application

Section 7 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of unsworn falsification that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) approve of the transfer of this license, and that the information on this form is true, correct, and complete.

Jim Warren
 Signature of transferor
Elizabeth Warren
 Printed name of transferor

LeAnn Frantzich
 Notary Public in and for the State of Alaska.
 My commission expires: 7-15-2025

Subscribed and sworn to before me this 21 day of Sept, 2021.



 Signature of transferor

 Printed name of transferor

 Notary Public in and for the State of Alaska.
 My commission expires: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

 Signature of transferor

 Printed name of transferor

 Notary Public in and for the State of Alaska.
 My commission expires: _____

Subscribed and sworn to before me this ____ day of _____, 20____.



Form MJ-17c: License Transfer Application

Section 4 – Other Licenses

Ownership and financial interest in other marijuana establishments:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other marijuana establishment that is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, which license number(s), and license type(s):

Mathew Chambers has financial interest in cultivation license 13487

Section 5 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

JDW, LLC - Attorney Jana Weltzin and staff

Section 6 – Transferee Certifications

Read the line below, and then sign your initials in the box to the right of the statement:

Initials

I certify that all proposed licensees (as defined in 3 AAC 306.020) have been listed on this application.

MC

Completed copies of all required documents and fees listed on Form MJ-17b are attached to this form.

MC

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

MC

I agree to provide all information required by the Marijuana Control Board in support of this application.

MC

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee

Mathew Chambers
Printed name of transferee



Notary Public in and for the State of Alaska.

My commission expires: 05-27-25

Subscribed and sworn to before me this 27th day of August, 2024.



Alaska Marijuana Control Board

Form MJ-17c: License Transfer Application

Section 4 – Other Licenses

Ownership and financial interest in other marijuana establishments: Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other marijuana establishment that is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, which license number(s), and license type(s):

Mathew Chambers has financial interest in cultivation license 13487

Section 5 – Authorization

Communication with AMCO staff: Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

JDW, LLC - Attorney Jana Weltzin and staff

Section 6 – Transferee Certifications

Read the line below, and then sign your initials in the box to the right of the statement: Initials

I certify that all proposed licensees (as defined in 3 AAC 306.020) have been listed on this application.

Completed copies of all required documents and fees listed on Form MJ-17b are attached to this form.

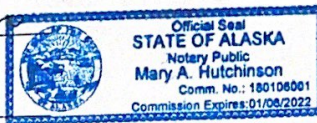
I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

I agree to provide all information required by the Marijuana Control Board in support of this application.

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this form, including all accompanying schedules and statements, is true, correct, and complete.

Sara Berberich
Signature of transferee

Sara Jean Berberich
Printed name of transferee



Mary A. Hutchinson
Notary Public in and for the State of Alaska.

My commission expires: Jan. 06, 2022

Subscribed and sworn to before me this 23rd day of September, 2021



Alaska Marijuana Control Board

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Form MJ-17d: Unaltered Operating Plan and/or Premises Diagram Affidavit

What is this form?

An operating plan and/or diagram affidavit is required to be submitted by the transferee for any marijuana establishment transfer license application where the transferee is not making changes to the operating plan and/or premises diagram approved by the Marijuana Control Board, in the course of the transfer application, per 3 AAC 306.045(e). By completing this form you are certifying that no changes will be made to the operating plan and/or premises diagram that have been previously submitted and approved for this license. This form replaces the information required by regulations 3 AAC 306.020(b)(8), 3 AAC 306.020(c), 3 AAC 306.315(2), 3 AAC 306.420, 3 AAC 306.520(2) and (3), and 3 AAC 306.615 if no changes are being made to your operating plan or diagram during the transfer.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license transfer application.

New Licensee:	The Connoisseur Lounge, LLC	License Number:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W. Evergreen Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645

Section 2 – Certification

You must be able to certify at least one of the statements below. Read the following and then sign your initials in the applicable box(es) to the right:

Initials

I certify that there will be no changes to the operating plan for this license.

If the above statement is certified you will not be required to submit forms MJ-01 and MJ-03, MJ-04, MJ-05 or MJ-06.

I certify that there will be no changes to the premises diagram for this license.

If the above statement is certified, you will not be required to submit form MJ-02.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee

Mathew Chambers
Printed name of transferee



Notary Public in and for the State of Alaska

My commission expires: 5-27-25

Subscribed and sworn to before me this 27th day of August, 2021.

Frontiersman

Growing with the Valley since 1947.

5751 E. MAYFLOWER CT.
Wasilla, AK 99654

(907) 352-2250 ph
(907) 352-2277 fax

AFFIDAVIT OF PUBLICATION

UNITED STATES OF AMERICA, STATE OF ALASKA, THIRD DIVISION
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, THIS DAY
PERSONALLY APPEARED BEFORE **BENJAMIN BORG** WHO, BEING
FIRST DULY SWORN, ACCORDING TO LAW, SAYS THAT HE IS THE
LEGAL AD CLERK OF THE **FRONTIERSMAN**
PUBLISHED AT WASILLA AND CIRCULATED THROUGH OUT MATANUSKA
SUSITNA BOROUGH, IN SAID DIVISION THREE AND STATE OF ALASKA
AND THAT THE ADVERTISEMENT, OF WHICH THE ANNEXED IS A TRUE
COPY, WAS PUBLISHED ON THE FOLLOWING DAYS:

08/13/2021 08/20/2021 08/27/2021

AND THAT THE RATE CHARGED THEREIN IS NOT IN EXCESS OF
THE RATE CHARGED PRIVATE INDIVIDUALS.



SUBSCRIBED AND SWORN TO BEFORE ME
THIS 31st DAY OF August, 2021.



NOTARY PUBLIC FOR STATE OF ALASKA

JDW, LLC
FR#7598 XFER CONTROLLING
ACCOUNT NUMBER 409588

NANCY E. DOWNS
Notary Public
State of Alaska
My Commission Expires
August 25, 2023

**Transfer of Controlling Interest in a
Retail Marijuana Store**

The Connoisseur Lounge, LLC., doing business as The Connoisseur Lounge, located at 226 W. Evergreen Avenue, Suite 2, Palmer, Alaska 99645, is applying under 3 AAC 306.045 for transfer of controlling interest in a Marijuana Retail Store 3 AAC 306.300, license #27522. The transfer involves a change in ownership percentage from Elizabeth Warren 40%, Mathew Chambers 36% and Trisha Torborg 24% to Mathew Chambers 66%, Trisha Torborg 24% and Sara Jean Berberich 10%.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 and Attorney Jana Weltzin, Esq. at jana@jdw Counsel.com or JDW, LLC, 901 Photo Avenue, Second Floor, Anchorage, AK 99503. FR#7598 Publish Dates August 13, 20, 27, 2021

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

The Connoisseur Lounge, LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **October 23, 2020**.

A handwritten signature in cursive script, appearing to read "Julie Anderson".

Julie Anderson
Commissioner



THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

COR

FOR DIVISION USE ONLY

Web-10/23/2020 9:52:15 AM

Articles of Organization
Domestic Limited Liability Company

1 - Entity Name

Legal Name: The Connoisseur Lounge, LLC

2 - Purpose

To own and operate a specialized retail store and any lawful purpose

3 - NAICS Code

452990 - ALL OTHER GENERAL MERCHANDISE STORES

4 - Registered Agent

Name: Mathew Chambers

Mailing Address: 10400 E Bradley Lake Ave, Palmer, AK 99645

Physical Address: 10400 E Bradley Lake Ave, Palmer, AK 99645

5 - Entity Addresses

Mailing Address: 10400 E Bradley Lake Ave, Palmer, AK 99645

Physical Address: 10400 E Bradley Lake Ave, Palmer, AK 99645

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Table with 4 columns: Name, Address, % Owned, Titles. Row 1: Jana Weltzin, Organizer

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Jana Weltzin



THE STATE
 of ALASKA

Department of Commerce, Community, and Economic Development
 Division of Corporations, Business, and Professional Licensing
 PO Box 110806, Juneau, AK 99811-0806
 (907) 465-2550 • Email: corporations@alaska.gov
 Website: corporations.alaska.gov

FOR DIVISION USE ONLY

Domestic Limited Liability Company
Initial Biennial Report

Entity Name: The Connoisseur Lounge, LLC
Entity Number: 10145944
Home Country: UNITED STATES
Home State/Prov.: ALASKA
Physical Address: 10400 E BRADLEY LAKE AVE, PALMER, AK 99645
Mailing Address: 10400 E BRADLEY LAKE AVE, PALMER, AK 99645

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Mathew Chambers
Physical Address: 10400 E BRADLEY LAKE AVE, PALMER, AK 99645
Mailing Address: 10400 E BRADLEY LAKE AVE, PALMER, AK 99645

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
Mathew Chambers	10400 E Bradley Lake Ave, Palmer, AK 99645	50	X	X
Elizabeth Warren	10400 E Bradley Lake Ave, Palmer, AK 99645	50	X	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

NAICS Code: 452990 - ALL OTHER GENERAL MERCHANDISE STORES

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Jana Weltzin



THE STATE
of **ALASKA**
Department of Commerce, Community and Economic Development
Division of Corporations, Business and Professional Licensing



COR

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RECEIVED
Juneau
NOV 23 2020

CBPL

CC25CC

Corporations Section
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: corporations@alaska.gov
Website: Corporations.Alaska.Gov

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to www.Corporations.Alaska.Gov and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important:

AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.

— AS 10.50.765

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.

— AS 10.50.860-.870

2. Fee:

\$25 Nonrefundable Filing Fee (CORF)

3 AAC 16.065(b)

Mail this form and the non-refundable \$25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information:

AS 10.50.765

Entity Name: The Connoisseur Lounge, LLC

Alaska Entity Number: 10145944



K 2 9 8 8 9 6 8

4. REMOVE from Record: AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: _____ Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

RECEIVED
Juneau
NOV 23 2020
CBPL

5. ALL Current Officials: AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — AS 10.50.155(b)
- Must provide all members who own 5% or more of the LLC. — AS 10.50.765 (b)
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — AS 10.50.075(5) and AS 10.50.110(b)

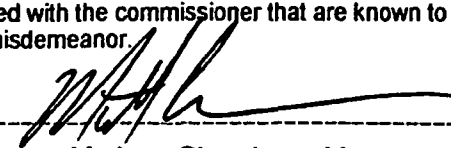
- List ALL officials and their current information to be on record.
- Manager will only be accepted if the entity is manager-managed per the articles.
- BOLD fields are required.

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	
			MEMBER	Manager
Elizabeth Warren	978 South Roskelley Circle, Palmer, AK 99645	40	*	
Trisha Torborg	10400 E. Bradley Lake Avenue, Palmer, AK 99645	24	*	
Mathew Chambers	10400 E. Bradley Lake Avenue, Palmer, AK 99645	36	*	*

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature: AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature:  Date: 11-19-20

Printed Name: Mathew Chambers, Manager of The Connoisseur Lounge, LLC

Title of Authorized Signer: Member Manager Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

**OPERATING AGREEMENT
OF
The Connoisseur Lounge, LLC**

This Operating Agreement (“**Agreement**”) is dated effective December 11, 2020, among The Connoisseur Lounge, LLC, an Alaska limited liability company (the “**Company**”), and the interest holders of the Company set forth on Schedule 2.1.

SECTION 1 DEFINITIONS

Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement will have the meanings ascribed to them in the attached Appendix A.

SECTION 2 COMPANY

2.1 Company Information. Schedule 2.1 sets forth the following Company information:

- (a) the name of each Interest Holder, and whether the Interest Holder is a Member or an Assignee;
- (b) the number of Units owned by each Interest Holder;
- (c) each Interest Holder’s contribution to the Company, together with the date and value of the contribution;
- (d) the value of each Interest Holder’s Capital Account;
- (e) the name of each Manager;
- (f) the tax matters member of the Company; and
- (g) the address of the Company and each Interest Holder.

2.2 Amendment. The Company will promptly amend and restate Schedule 2.1 to account for any changes in the information set forth on Schedule 2.1 resulting from matters that occur in accordance with the Act, the Articles of Organization, and this Agreement. Upon an amendment, the Company will promptly deliver to each Member a copy of the amended and restated Schedule 2.1.

2.3 Approval of Acts of Organizer. The Company and the Members approve, ratify, and confirm all acts previously taken by the organizer of the Company in connection with filing the Articles of Organization.

SECTION 3 PURPOSES AND POWERS

3.1 Purposes. The Company may own and operate a marijuana retail store, and other related businesses, all in accordance with the laws of the State of Alaska, the Alcohol and Marijuana Control Office (AMCO), the City of Palmer and the Matanuska-Susitna Borough. The Company will not conduct or promote any other business.

3.2 General Powers. Subject to the Act, the Company may have and exercise all powers and do every act not inconsistent with law which is necessary or convenient to promote and effect any and all of the purposes for which the Company is organized.

SECTION 4 MANAGEMENT AND MANAGEMENT RIGHTS OF MEMBERS

4.1 Management. The Company is a manager-managed limited liability company.

4.2 Rights of Managers. Except as otherwise provided in this Agreement, any matter relating to the business of the Company will be exclusively decided by a Majority of Managers.

4.3 Designation and Removal. A Manager:

- (a) must be designated, appointed, elected, removed, or replaced by a vote, approval, or consent of a Majority of Units; and
- (b) holds office until a successor has been elected and qualified, unless the Manager sooner resigns or is removed.

(c) The members hereby designate, appoint, and elect Mathew Chambers as Manager of the Company.

4.4 Matters Requiring Consent of All Members. The following matters of the Company require the consent of all of the Members:

- (a) the amendment of the Articles of Organization, except that the Company may file articles of merger or articles of conversion to effectuate a merger or conversion of the Company approved by the Members;
- (b) the amendment of this Agreement, except that the Company may amend Schedule 2.1 in accordance with Section 2.2 without the consent of the Members; and
- (c) the compromise, as among the Interest Holders, of an obligation to make a contribution under Section 5.2(b) or to return money or other property paid or Distributed in violation of any provision of the Act.

4.5 Matters Requiring Consent of a Majority of Units. The following matters of the Company require the consent of a Majority of Units:

- (a) the sale, lease, exchange, mortgage, pledge, or transfer or disposition of any real property, or of all, or substantially all, of the Company's property;
- (b) the merger of the Company with any other entity;
- (c) subject to Section 4.17(g), a transaction involving an actual or a potential conflict of interest between a Member or Manager and the Company;
- (d) a change in the nature of the Company's business;
- (e) the admission of an Assignee as a Member under Section 11.1;
- (f) the consent to dissolve the Company under Section 13.1(b); and
- (g) any other matter specified in the Articles of Organization or this Agreement as requiring Member approval if no number or percentage of Members is otherwise stated.

4.6 Meeting of Members.

- (a) The Company will hold a meeting of Members:
 - (1) on call of the Managers; or

- (2) if the holders of at least 10% of the Units sign, date, and deliver to the Company one or more written demands for the meeting.
- (b) A Members' meeting may be held in or out of the State of Alaska at the Company's principal office or at any other place fixed by the Managers. The Managers may determine that a Members' meeting will occur solely by means of remote communication.

4.7 Action by Members Without a Meeting.

- (a) Action required or permitted to be taken by the Members may be taken without a meeting if the action is taken by all the Members.
- (b) The action taken under this Section 4.7 must be evidenced by one or more written consents describing the action taken, signed by all the Members, and delivered to the Company for inclusion in the minutes or filing with the Company records.
- (c) Action taken under Section 4.7(a) is effective when the last Member signs the consent, unless the consent specifies an earlier or later effective date.
- (d) A consent signed under this Section 4.7 has the effect of a meeting vote and may be described as such in any document.

4.8 Notice of Members' Meeting.

- (a) The Company must notify Members of the date, time and place of each Members' meeting not earlier than 60 days nor less than 10 days before the meeting date.
- (b) Notice of a meeting need not include a description of the purpose or purposes for which the meeting is called.
- (c) If a Members' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment.

4.9 Waiver of Notice of Members' Meeting.

- (a) A Member may at any time waive any notice required by this Agreement. The waiver must be in writing, be signed by the Member entitled to the notice and be delivered to the Company for inclusion in the minutes for filing with the Company records.
- (b) A Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

4.10 Participation at Members' Meeting.

- (a) Members and proxy holders that are not physically present for a Members' meeting may participate in the meeting, be deemed present in person and vote if the Managers authorize participation by remote communication. Participation by remote communication is subject to guidelines and procedures that the Managers adopt. The Company must maintain a record of the vote or other action of a Member or proxy holder that participates in a Members' meeting by remote communication.

- (b) The notice of each meeting of Members at which the Managers authorize participation in the manner described in Section 4.10(a) must state that the Managers authorize participation by remote communication and must describe how a Member may notify the Company of the Member's desire to participate in the meeting by remote communication.
- 4.11 Meeting of Managers.** In the event that The Company has more than one Manger, the Managers may hold regular or special meetings in or out of the State of Alaska. The Managers may permit any or all Managers to participate in a regular or special meeting by, or conduct the meeting through, use of any means of communication by which all Managers participating may simultaneously hear each other during the meeting. A Manager participating in a meeting by this means is deemed to be present in person at the meeting.
- 4.12 Action by Manager Without a Meeting.** Action required or permitted to be taken by the Manager may be taken without a meeting. If there are more than one Manager, action required or permitted to be taken by the Manager if the action is taken by all Managers.
- 4.13 Notice of Managers' Meeting.** Regular meetings of the Manager(s) may be held without notice of the date, time, place or purpose of the meeting. Special meetings of the Managers must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting.
- 4.14 Waiver of Notice of Managers' Meeting.** A Manager may at any time waive any notice required by this Agreement. A Manager's attendance at or participation in a meeting waives any required notice to the Manager of the meeting unless the Manager at the beginning of the meeting, or promptly upon the Manager's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.
- 4.15 Proxy.** A Member or Manager may appoint a proxy to vote or otherwise act for the Member or Manager by signing an appointment instrument, either personally or by the Member's or Manager's attorney-in-fact.
- 4.16 Agency Power.** Each Manager is an agent of the Company for the purpose of its business. Subject to Section 4.4 and Section 4.5, any Manager may sign and deliver any instrument in the Company's name, including but not limited to any instrument transferring or affecting the Company's interest in real property.
- 4.17 Duties and Standard of Conduct.**
- (a) The only fiduciary duties a Manager owes to the Company and the Members are the duty of loyalty and the duty of care set forth in Section 4.17(b) and Section 4.17(d).
- (b) A Manager's duty of loyalty to the Company and the Members includes the following:
- (1) to account to the Company and hold for it any property, profit or benefit derived by the Manager in the conduct and winding up of the Company's business or derived from a use by the Manager of Company property; and
 - (2) except as provided in Section 4.17(f) and Section 4.17(g), to refrain from dealing with the Company in a manner adverse to the Company and to refrain from representing a person with an interest adverse to the Company, in the conduct or winding up of the Company's business.

- (c) A Manager will not violate the Manager's duty of loyalty to the Company and the Members by:
 - (1) competing with the Company in the conduct of the business of the Company before the dissolution of the Company; or
 - (2) entering into or engaging in, for the Manager's own account, an investment, business, transaction or activity that is similar to the investments, businesses, transactions or activities of the Company.
- (d) A Manager's duty of care to the Company and the Members in the conduct and winding up of the business of the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct or a knowing violation of law.
- (e) A Manager will discharge the duties to the Company and the Members under the Act or under this Agreement and exercise any rights consistent with the obligation of good faith and fair dealing.
- (f) A Manager does not violate a duty or obligation under the Act or under this Agreement merely because the Manager's conduct furthers the Manager's own interest.
- (g) A Manager may lend money to or transact other business with the Company, provided that any loan or transaction between the Manager and the Company must be authorized or ratified by a Majority of Units after full disclosure of all material facts.
- (h) Loans and other transactions between the Company and a Manager are binding on the parties in the same manner as transactions between the Company and persons who are not Managers, subject to other applicable law.
- (i) A Member who is not also a Manager owes no duties to the Company or the other Members solely by reason of being a Member.

4.18 Limitation of Liability and Indemnification.

- (a) Except as otherwise provided in Section 4.18(b), the Company will:
 - (1) indemnify any person for acts or omissions as a Member or Manager; and
 - (2) eliminate the liability of a Member or Manager to the Company or the Members for damages from such acts or omissions.
- (b) The Company may not indemnify a person for acts or omissions as a Member or Manager or eliminate the liability of a Member or Manager for:
 - (1) any breach of this Agreement;
 - (2) any breach of the Manager's duty of loyalty to the Company or the Members;
 - (3) acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law;
 - (4) any unlawful Distribution under AS 10.50.320; or

- (5) any transaction from which the Member or Manager derives an improper personal benefit.

4.19 Liability of Members and Managers. The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the Company. A Member or Manager is not personally liable for a debt, obligation, or liability of the Company solely by reason of being or acting as a Member or Manager.

SECTION 5 CONTRIBUTIONS

5.1 Contributions. The contributions of a Member to the Company may consist of cash, property, services rendered, or a promissory note or other obligation to contribute cash or to perform services.

5.2 Liability for Contributions.

- (a) A promise by a Member to contribute to the Company is not enforceable unless it is set out in writing and signed by the Member.
- (b) The obligation of an Interest Holder to make a contribution may be compromised only by consent of all Members.

5.3 Initial Contributions. Each Member will, on or before the date of the Member's contribution set forth on Schedule 2.1:

- (a) contribute to the Company the contribution of the Member set forth on Schedule 2.1; and
- (b) deliver to the Company such deeds, bills of sale, certificates of title, assignments, and other documents that the Company may reasonably request for the contribution, in form and substance reasonably satisfactory to the Company.

5.4 Additional Contributions. No Interest Holder is required to make any additional contributions to the Company.

5.5 No Interest on Contributions. Except as otherwise provided in this Agreement, no Interest Holder will be paid any interest on any contribution.

5.6 Return of Contributions. Except as otherwise provided in this Agreement, no Interest Holder will have the right to receive any return of any contribution.

SECTION 6 CAPITAL ACCOUNTS

6.1 Maintenance of Capital Accounts. The Capital Accounts of the Interest Holders will be determined and maintained throughout the full term of the Company in accordance with the capital accounting rules of Treas Reg § 1.704-1(b)(2)(iv).

6.2 Basic Rules. Except as otherwise provided in Treas Reg § 1.704-1(b)(2)(iv), each Interest Holder's Capital Account will be:

- (a) increased by:
 - (1) the amount of money contributed by the Interest Holder to the Company;

- (2) the fair market value of property contributed by the Interest Holder to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under IRC § 752); and
 - (3) allocations to the Interest Holder of Profit, including income and gain exempt from tax and income and gain described in Treas Reg § 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treas Reg § 1.704-1(b)(4)(i);
- (b) decreased by:
- (1) the amount of money Distributed to the Interest Holder by the Company;
 - (2) the fair market value of property Distributed to the Interest Holder by the Company (net of liabilities secured by such Distributed property that such Interest Holder is considered to assume or take subject to under IRC § 752);
 - (3) allocations to the Interest Holder of expenditures of the Company described in IRC § 705(a)(2)(B); and
 - (4) allocations of Loss, including loss and deduction described in Treas Reg § 1.704-1(b)(2)(iv)(g), but excluding items described in Section 6.2(b)(3) and loss or deduction described in Treas Reg § 1.704-1(b)(4)(i) or Treas Reg § 1.704-1(b)(4)(iii); and
- (c) otherwise adjusted in accordance with the additional rules set forth in Treas Reg § 1.704-1(b)(2)(iv).

6.3 Section 704(c) Considerations. In cases where IRC § 704(c) and Treas Reg § 1.704-3 apply to Company property, the Interest Holders' Capital Accounts will be adjusted in accordance with Treas Reg § 1.704-1(b)(2)(iv)(g) for allocations to them of income, gain, loss, and deduction – including depreciation, depletion, amortization, or other cost recovery – as computed for book purposes, with respect to the property.

6.4 Revaluations of Property.

- (a) Subject to Section 6.4(b), the Capital Accounts of the Interest Holders will be increased or decreased to reflect a revaluation of Company property on the Company's books upon the occurrence of any of the following events:
- (1) a contribution of money or other property – other than a de minimis amount – to the Company by a new or existing Member as consideration for Units;
 - (2) a Distribution of Company property – other than a de minimis amount – by the Company to an Interest Holder as consideration for Units; or
 - (3) the liquidation of the Company.
- (b) Adjustments to Capital Accounts under this Section 6.4 may be made only if:
- (1) the adjustments are based on the fair market value of Company property – taking IRC § 7701(g) into account – on the date of adjustment;

- (2) the adjustments reflect the manner in which the unrealized income, gain, loss, or deduction inherent in such property – that has not been reflected in the Capital Accounts previously – would be allocated among the Interest Holders if there were a taxable disposition of such property for such fair market value on that date;
- (3) the Interest Holders' Capital Accounts are adjusted in accordance with Treas Reg § 1.704-1(b)(2)(iv)(g) for allocations to them of depreciation, depletion, amortization, and gain or loss, as computed for book purposes, with respect to such property; and
- (4) the Interest Holders' distributive shares of depreciation, depletion, amortization, and gain or loss, as computed for tax purposes, with respect to such property will be determined so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under IRC § 704(c) and Treas Reg § 1.704-1(b)(4)(i).

6.5 Transfers of Units. Upon a sale, exchange, gift, or other transfer of Units by an Interest Holder, the Capital Account of the Interest Holder that is attributable to the Units will carry over to the transferee.

6.6 Section 754 Elections. Upon adjustment to the adjusted tax basis of Company property under IRC § 732, IRC § 734, or IRC § 743, the Capital Accounts of the Interest Holders will be adjusted as provided in Treas Reg § 1.704-1(b)(2)(iv)(m).

6.7 Negative Capital Account Balances. No Interest Holder will be obligated to restore a negative Capital Account balance.

SECTION 7 ALLOCATION OF PROFITS AND LOSSES

7.1 Allocation of Profits and Losses.

- (a) After giving effect to the allocation provisions set forth on Schedule 7.1, Profits and Losses will be allocated among the Interest Holders in proportion to their Units.

7.2 Transfer of Units. If an Interest Holder sells, exchanges, or liquidates some or all of the Interest Holder's Units, then to the extent permitted by IRC § 706, Profits and Losses will be allocated between the former Interest Holder and the Interest Holder's successor-in-interest as follows:

- (a) the Company taxable year with respect to the Units will close on the date of such sale, exchange, or liquidation;
- (b) the former Interest Holder will be allocated the amount of the Profits and Losses attributable to the Units for the Company taxable year ending with the date of such sale, exchange, or liquidation; and
- (c) the Interest Holder's successor-in-interest will be allocated the amount of the Profits and Losses attributable to the Units after the date of such sale, exchange, or liquidation.

7.3 Distributions In Kind. The Profits or Losses attributable to any asset in kind that is Distributed to one or more Interest Holders:

- (a) will be determined as if the asset had been sold at its fair market value before the dissolution and winding up of the Company; and
- (b) will be allocated as provided in Section 7.1.

SECTION 8 DISTRIBUTIONS

8.1 Allocation of Interim Distributions. Distributions of cash or other assets of the Company before the dissolution and winding up of the Company will be allocated among the Interest Holders as follows:

- (a) first, in proportion to their Units, until each Interest Holder has received the amount due and owing to the Interest Holder under Section 8.2(a);
- (b) next, in proportion to their Unreturned Capital Contributions, until each Interest Holder has received Distributions in an amount equal to the Interest Holder's Unreturned Capital Contribution; and
- (c) next, in proportion to their Units.

8.2 Right to Interim Distributions. Except as provided in AS 10.50.185 or AS 10.50.320, and subject to Section 8.1, an Interest Holder is entitled to receive Distributions from the Company before the dissolution and winding up of the Company as follows:

- (a) on or before March 31 of each calendar year, the Income Tax Distributions for the previous calendar year; and
- (b) to the extent and at such other times as a Majority of Managers may determine.

8.3 Distribution In Kind.

- (a) No Interest Holder, regardless of the nature of the Interest Holder's contribution, has any right to demand and receive any Distribution from the Company in any form other than cash.
- (b) No Interest Holder may be compelled to accept a Distribution of any asset in kind from the Company to the extent that the percentage of the asset Distributed to the Interest Holder exceeds a percentage of that asset that is equal to the percentage in which the Interest Holder shares in operating or liquidating Distributions, as the case may be, from the Company.
- (c) The value of any asset in kind that is Distributed will be the fair market value of the asset as of the date of Distribution.
- (d) If an asset in kind is Distributed to more than one Interest Holder, the Interest Holders will own the asset as tenants in common.

8.4 Limitations on Distribution.

- (a) A Distribution may be made by the Company to any Interest Holder only if, after giving effect to the Distribution, in the judgment of the Managers:

- (1) the Company would be able to pay its debts as they become due in the ordinary course of business; and
 - (2) the fair value of the total assets of the Company would at least equal the sum of:
 - (A) its total liabilities; plus
 - (B) the amount that would be needed, if the Company were to be dissolved at the time of the Distribution, to satisfy the preferential rights upon dissolution, if any, of other Interest Holders that are superior to the rights of the Interest Holders receiving the Distribution.
- (b) The Managers may base a determination that a Distribution is not prohibited under Section 8.4(a) either on:
- (1) financial statements that the Managers reasonably believe have been prepared on the basis of accounting practices and principles that are reasonable in the circumstances; or
 - (2) a fair valuation or other method that the Managers reasonably believe is reasonable in the circumstances.
- (c) For purposes of this Section 8.4, the amount, if any, by which a liability as to which the recourse of creditors is limited to specific property of the Company exceeds the fair value of the specific property will be disregarded as a liability of the Company.
- (d) The effect of a Distribution under Section 8.4(a) is measured for purposes of this Section 8.4:
- (1) in the case of a Distribution by purchase, retirement, or other acquisition of all or a portion of an Interest Holder's Units, as of the earlier of the date the money or other property is transferred or debt incurred by the Company or the date the Interest Holder ceases to be an Interest Holder with respect to the Units purchased, retired, or otherwise acquired;
 - (2) in the case of any other Distribution of indebtedness, as of the date the indebtedness is Distributed; and
 - (3) in all other cases, as of the date a Distribution is authorized if the payment occurs within 120 days after the date of authorization or the date the payment is made if it occurs more than 120 days after the date of authorization.

SECTION 9 WITHDRAWAL

9.1 Withdrawal. A Member has no power to withdraw voluntarily from the Company.

9.2 Expulsion. A Member may not be expelled from the Company.

SECTION 10 CESSATION OF MEMBERSHIP

10.1 Cessation of Membership. A Member will cease to be a Member in the Company only upon the occurrence of a Call Option Triggering Event with respect to the Member.

10.2 Effect of Cessation.

- (a) Except as otherwise provided in Section 10.2(b), following the cessation of membership:
 - (1) the holder of the former Member's Units will be an Assignee with respect to the Units;
 - (2) except as otherwise provided in AS 10.50.305 or AS 10.50.320, until the Assignee becomes a Member, the Assignee has no liability, duty, or obligation as a Member solely as a result of the cessation; and
 - (3) the former Member is not released from liability as a Member accruing or arising prior to the cessation solely as a result of the cessation, and is not relieved of any fiduciary duties the former Member otherwise may continue to owe the Company or the other Members.
- (b) If the Member who ceases to be a Member is the only Member of the Company, the holder of the former Member's Units will become a Member simultaneously with and upon the cessation of membership.

SECTION 11 ASSIGNEES

11.1 Admission of Assignee as Member. An Assignee may become a Member upon the consent of a Majority of Units.

11.2 Rights of Assignee Who Becomes Member.

- (a) An Assignee who becomes a Member has the rights and powers, and is subject to the restrictions and liabilities, of a Member under the Act, the Articles of Organization, and this Agreement. An Assignee who becomes a Member also is liable for any obligations of the former holder of the Assignee's Units to make contributions under AS 10.50.280.
- (b) Whether or not an Assignee becomes a Member, the former holder of the Assignee's Units is not released from the former holder's liability to the Company to make contributions under AS 10.50.280.

SECTION 12 ISSUANCE OF UNITS

12.1 Issuance of Units. As of the Date of this Agreement, the Company has issued 100 units and shall not issue any more units unless unanimous approval of all Interest Holders. The Company may issue Units, options, or other rights to acquire Units to a person after the date of this Agreement, and admit the person as a Member with respect to issued Units, upon the consent of Majority of Managers:

- (a) if the person is a party to this Agreement;
- (b) if the person becomes a party to this Agreement by signing a Joinder Agreement; or
- (c) with respect to options or other rights to acquire Units, if the exercise of the option or other right is contingent upon the person becoming a party to this Agreement by signing a Joinder Agreement.

- 12.2 Consent.** Each party to this Agreement consents to a person that is issued Units, options, or other rights to acquire Units by the Company becoming a party to this Agreement if the person signs a Joinder Agreement.

SECTION 13 DISSOLUTION

- 13.1 Dissolution.** The Company will be dissolved and its affairs will be wound up upon the first to occur of the following:

- (a) upon reaching the time for dissolution, if any, specified in the Articles of Organization;
- (b) by the consent of a Majority of Units;
- (c) intentionally left blank;
- (d) at such time as the Company has no Members;
- (e) upon administrative dissolution by the Secretary of State under AS 10.50.408, but only after the two-year period for reinstatement in AS 10.50.408 expires; and
- (f) upon entry of a judgment of judicial dissolution under AS 10.50.405 or AS 10.50.408.

- 13.2 Distribution of Assets Upon Dissolution.** Upon the winding up of the Company, the assets of the Company will be Distributed and applied in the following priority:

- (a) to the extent permitted by law, to creditors, including Interest Holders and former Interest Holders who are creditors, in satisfaction of liabilities of the Company other than liabilities for Distributions to Interest Holders under Section 8.2;
- (b) to Interest Holders and former Interest Holders in satisfaction of the Company's obligations for Distributions due and owing under Section 8.2; and
- (c) after giving effect to the allocation provisions under Section 7.1, to each Interest Holder in an amount equal to the Interest Holder's positive Capital Account balance.

13.3 Effect of Dissolution; Winding Up.

- (a) Upon dissolution, the Company continues its existence, but may not carry on any business except that which is appropriate to wind up and liquidate its business and affairs, including:
 - (1) collecting the Company's assets;
 - (2) disposing of the Company's properties that will not be Distributed in kind to the Interest Holders;
 - (3) discharging or making provision for discharging the Company's liabilities;
 - (4) Distributing the Company's remaining property among the Interest Holders in accordance with Section 13.2;
 - (5) adopting a plan of merger; and
 - (6) doing other acts necessary to wind up and liquidate the Company's business and affairs.

- (b) The Managers may wind up the Company's affairs.

SECTION 14 ACCOUNTING, TAXES, REGULATION AND BANKING

- 14.1 Books of Account.** The Company will keep complete and accurate books of account and records in a manner sufficient to effect and carry out this Agreement. The books of account and records will be kept in accordance with sound accounting practices consistently applied.
- 14.2 Taxable Year.** The Company will have a taxable year ending on December 31.
- 14.3 Bank Accounts.** All Company funds will be deposited in one or more bank accounts in the Company's name. The Managers will determine the banks, the types of accounts, and the individuals who have authority with respect to the accounts. Company funds will not be commingled with the funds of any Member(s) or Manager(s). Notwithstanding the above, if Managers are not able to obtain bank accounts for deposit of Company funds, Managers will hold Company funds in a secure vault, safe or other method of safe keeping.
- 14.4 Tax and Regulatory Returns and Reports.** The Company will cause to be prepared and submitted in a timely fashion all federal, state, and local income and other tax returns and regulatory reports for the Company. Within 90 days after the end of a taxable year, the Company will deliver to each Interest Holder:
 - (a) any financial statements of the Company for the taxable year;
 - (b) a statement showing the share of Company income, gain, loss, credit, and deduction for income tax purposes allocated to each Interest Holder for the taxable year; and
 - (c) any other information concerning the Company that the Interest Holder may require to complete the Interest Holder's federal, state, and local income tax returns.
- 14.5 Reporting.** Each Interest Holder will report the Interest Holder's share of Company income, gain, loss, credit, and deduction for income tax purposes in a manner consistent with this Agreement.
- 14.6 Tax Matters Member.** The Company will have a tax matters member who will have all of the powers and obligations of a "tax matters partner" under IRC § 6231(a)(7). The tax matters member must be a Member, and must be designated or replaced by the Managers.
- 14.7 Tax Elections.** The Managers may make all of the Company's tax elections permitted under the Internal Revenue Code, including but not limited to elections under IRC § 754.

SECTION 15 RECORDS AND REPORTS

- 15.1 Company Records.**
 - (a) The Company will keep at its principal office or registered office the following:
 - (1) a current list of the full name and last-known business, residence, or mailing address of each Interest Holder and Manager, both past and present;
 - (2) a copy of the Articles of Organization and all amendments to the Articles of Organization, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

- (3) copies of the Company's federal, state and local income and other tax returns and regulatory reports, if any, for the three most recent years, or as otherwise required by law or regulation; and
 - (4) a copy of this Agreement and all amendments to this Agreement, copies of any writings permitted or required under the Act, and copies of any financial statements of the Company for the three most recent years.
- (b) Any Company records are subject to inspection and copying at the reasonable request, and at the expense, of any Interest Holder during ordinary business hours.

15.2 Scope of Inspection Right.

- (a) An Interest Holder's agent or attorney has the same inspection and copying rights as the Interest Holder.
- (b) The right to copy records includes, if reasonable, the right to receive copies made by photographic, xerographic, or other means.
- (c) The Company may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the Interest Holder. The charge may not exceed the estimated cost of production or reproduction of the records.
- (d) The Company may comply with an Interest Holder's demand to inspect the record of Interest Holders by providing the Interest Holder with a list of Interest Holders that was compiled no earlier than the date of the Interest Holder's demand.

15.3 Certain Expense Reports to Interest Holders. If the Company indemnifies or advances expenses to a Member or Manager in connection with a proceeding by or in the right of the Company, the Company will report the indemnification or advance in writing to the Interest Holders.

SECTION 16 RESTRICTIONS ON TRANSFER

16.1 Restriction. No Transfer of Units may be made unless the Transfer is expressly permitted or required by this Agreement.

16.2 Securities Laws. No offer or Transfer of Units may be made unless pursuant to an effective registration statement filed under the Securities Act of 1933 and applicable state securities laws, or unless the Company receives an opinion of counsel, in form and from counsel satisfactory to the Company, that the offer or Transfer is exempt from the registration requirements of the Securities Act of 1933 and applicable state securities laws.

16.3 Transferees.

- (a) No Transfer of Units may be made unless the transferee is a party to this Agreement, or becomes a party to this Agreement by signing a Joinder Agreement.
- (b) If a Transfer of Units expressly permitted or required by this Agreement is made to a person other than the Company:
 - (1) the transferee will be an Assignee with respect to the Units if:

- (A) neither the transferee nor the transferor was a Member immediately before the Transfer occurred; or
- (B) the Transfer causes a cessation of membership under Section 10.1, and Section 10.2(b) does not apply; and

(2) the transferee will be a Member with respect to the Units in all other cases.

16.4 Consent. Each party to this Agreement consents to a permitted transferee becoming a party to this Agreement if the permitted transferee signs a Joinder Agreement.

16.5 Prohibited Transfers. Any Transfer of Units that is not expressly permitted or required by this Agreement will be null and void and have no force or effect unless the Company is required by applicable law to recognize the Transfer or unless the Company and all of the Members elect to recognize the Transfer.

16.6 Indemnification. Each Interest Holder will defend and indemnify the Company and each present and future member, assignee, manager, officer, employee, and representative of the Company for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of any Transfer of Units by the Interest Holder that is not expressly permitted or required by this Agreement.

SECTION 17 PERMITTED TRANSFERS

An Interest Holder may Transfer Units as follows, subject to the terms and conditions set forth in Section 16:

17.1 Prior Consent. An Interest Holder may Transfer Units with the prior written consent of all of the other Members, which the Members may withhold in their sole discretion.

17.2 Merger or Conversion. An Interest Holder may Transfer Units in accordance with a plan of merger or plan of conversion approved by the Company.

17.3 Death. Subject to Section 18, an Interest Holder may Transfer Units by devise, intestate succession, or operation of law upon the Interest Holder's death.

SECTION 18 CALL OPTION TRIGGERING EVENTS

18.1 Call Option Triggering Events. Each of the following is a Call Option Triggering Event:

- (a) the death of an Interest Holder;
- (b) the incompetency of an Interest Holder, if an entry of a judgment by a court of competent jurisdiction adjudicates the Interest Holder incompetent to manage the Interest Holder's person or estate;
- (c) the Bankruptcy of an Interest Holder;
- (d) an Interest Holder materially breaches this Agreement and fails to cure the breach within 30 days after the Company or any other Interest Holder notifies the Interest Holder of the breach; and

- (e) an Interest Holder's Transfer of Units, unless the Transfer is expressly permitted or required by this Agreement.
- (f) an Interest Holder becomes ineligible to be a marijuana establishment licensee, or becomes ineligible to hold a valid and current marijuana handler permit under the laws and regulations of the State of Alaska or under the Code of the Municipality of Anchorage.
- (g) Interest Holder takes actions that cause the Company substantial and material reputational damage – however, subtracted from the buyout amount shall be the estimated amount of damage caused to Company.

18.2 Notice.

- (a) If the Company obtains actual knowledge that a Call Option Triggering Event has occurred with respect to an Interest Holder, the Company will promptly give each Interest Holder a notice stating that the Call Option Triggering Event has occurred.
- (b) If an Interest Holder obtains actual knowledge that a Call Option Triggering Event has occurred with respect to any Interest Holder, and if the Interest Holder knows or should know that the Company has not obtained such knowledge, the Interest Holder will promptly give the Company a notice stating that the Call Option Triggering Event has occurred.

18.3 Company's Option to Buy.

- (a) For 120 days after the delivery of the notice specified in Section 18.2(a), and subject to Section 18.3(b) and Section 18.3(c), the Company will have the option to buy some or all of the Call Option Units owned by the Interest Holder (including units subject to Section 18.1(e)) to whom the Call Option Triggering Event occurred, at the price determined in accordance with Section 19 and on the terms and conditions set forth in Section 20.
- (b) If a Call Option Event occurs to Mathew Chambers, and if Elizabeth Warren and Trisha Torborg are Members, then Elizabeth Warren and Trisha Torborg may cause the Company to assign the option in Section 18.3(a) to Elizabeth Warren and Trisha Torborg, with respect to some or all of the Call Option Units.
- (c) If a Call Option Event occurs to Elizabeth Warren and Trisha Torborg, and if Mathew Chambers is a Member, then Mathew Chambers may cause the Company to assign some or all of the option in Section 18.3(a) to Mathew Chambers, with respect to some or all of the Call Option Units.
- (d) The Company (or a permitted assignee under this Section 18.3) may exercise the option by delivering to the Interest Holder a notice stating that the option is exercised and specifying the number of Call Option Units for which the option is exercised.
- (e) If the Company (or a permitted assignee under this Section 18.3) does not exercise the option with respect to all of the Call Option Units owned by the Interest Holder within the 120-day period after the delivery of the notice specified in Section 18.2(a), the Company will promptly give the other Members a notice stating that fact and the number of Call Option Units for which the option was and was not exercised.

18.4 Other Members' Option to Buy.

- (a) For 60 days after the delivery of the notice specified in Section 18.3(e), each other Member will have the option to buy some or all of the Call Option Units owned by the Interest Holder for which the option was not exercised by the Company (or a permitted assignee under this Section 18.3), at the price determined in accordance with Section 19 and on the terms and conditions set forth in Section 20.
- (b) An other Member may exercise the option by delivering to the Company and the Interest Holder to whom the Call Option Triggering Event occurred a notice stating that the option is exercised and specifying the number of Call Option Units for which the option is exercised.

18.5 Sale to the Company and the other Members. If one or more of the options under Section 18.3 or Section 18.4 are exercised with respect to some or all of the Call Option Units owned by the Interest Holder:

- (a) the Company (or a permitted assignee under this Section 18.3) will buy from the Interest Holder – and the Interest Holder will sell to the Company (or the permitted assignee) – the number of Call Option Units for which the option was exercised by the Company (or the permitted assignee), subject to the terms and conditions of this Agreement;
- (b) each other Member who exercised an option will buy from the Interest Holder – and the Interest Holder will sell to each other Member who exercised an option – the number of Call Option Units for which the option was exercised by the other Member, subject to the terms and conditions of this Agreement;
- (c) if more than one other Member exercised an option under Section 18.4, and if the aggregate number of Call Option Units specified in the other Members' notices in Section 18.4(b) exceeds the aggregate number of Call Option Units available to be bought by the other Members, then:
 - (1) each other Member who exercised an option will have the right to buy the number of Call Option Units equal to the lesser of:
 - (A) the number of Call Option Units specified in the other Member's notice in Section 18.4(b); and
 - (B) such proportion of the aggregate number of Call Option Units available to be bought by the other Members as the number of Units owned by the other Member bears to the number of Units owned by all other Members who exercised the option; and
 - (2) if the aggregate number of Call Option Units specified in the other Members' notices in Section 18.4(b) exceeds the aggregate number of Call Option Units that the other Members have a right to buy under Section 18.5(c)(1), then each other Member who exercised an option to buy more Call Option Units than the other Member's proportion under Section 18.5(c)(1)(B) will have the right to buy such proportion of such excess as:
 - (A) the number of Call Option Units specified in the other Member's notice in Section 18.4(b) minus the number of Call Option Units that the other Member has a right to buy under Section 18.5(c)(1);

(B) the aggregate number of Call Option Units specified in the other Members' notices in Section 18.4(b) minus the number of Call Option Units that the other Members have a right to buy under Section 18.5(c)(1); and

(d) the sale will occur in accordance with Section 21.

18.6 Continued Ownership. If the options under Section 18.3 or Section 18.4 are not exercised with respect to all of the Call Option Units owned by the Interest Holder, the Interest Holder will continue to own the number of the Interest Holder's Call Option Units for which no option was exercised, subject to the terms and conditions of this Agreement.

SECTION 19 PRICE

If the price of any Units is to be determined in accordance with this Section 19, the price will be determined as follows:

19.1 Agreed Value. If the seller and the buyers agree on a price of the Units within 30 days after the determination of the parties buying the Units and the number of Units being bought by each party, the price of the Units will be as agreed.

19.2 Price Per Unit. If the seller and the buyers cannot agree on the price of the Units within 30 days after the determination of the parties buying the Units and the number of Units being bought by each party, then the price of the Units will be determined as follows:

(a) the fair market value of the net assets of the Company as of the last day of the calendar month in which the event giving rise to the sale occurred will be determined by appraisal;

(b) the Company, after consulting with its accountant and legal counsel, will determine the amount that the seller would have received if, on the last day of the calendar month in which the event giving rise to the sale occurred:

(1) the liabilities of the Company had been satisfied, and the assets of the Company had been sold for the appraised fair market value of the net assets;

(2) the Capital Accounts of the Interest Holders had been adjusted to reflect the Profits or Losses that would have been allocated to the Interest Holders after satisfying such liabilities and selling such assets; and

(3) the appraised fair market value of the net assets had been distributed to the Interest Holders in accordance with Section 13.2(c);

(c) the price of the Units will be the amount that the seller would have received under Section 19.2(b)(3);

(d) no minority discount or lack of marketability discount will be applied.

19.3 Appraisal. If the fair market value of the net assets of the Company is to be determined by appraisal, the fair market value of the net assets of the Company will be determined in accordance with the following provisions:

- (a) if the seller and the buyers agree on and retain an appraiser within 30 days after the expiration of the period specified in Section 19.2, the fair market value of the net assets of the Company will be determined by the appraiser;
- (b) if the seller and the buyers cannot agree on and retain an appraiser within 30 days after the expiration of the period specified in Section 19.2:
 - (1) each of the seller and the buyers will retain an appraiser within an additional 30 days;
 - (2) within an additional 30 days the appraisers will designate a third appraiser and the seller and the buyers will retain the third appraiser; and
 - (3) the fair market value of the net assets of the Company will be determined by the third appraiser;
- (c) within 60 days after the appraiser who is to determine the fair market value of the net assets of the Company is retained, the appraiser will deliver to the seller and the buyers a written and signed document which sets forth the appraiser's determination of the fair market value of the net assets of the Company, together with a discussion of the facts, considerations, and opinions on which the determination is based;
- (d) the appraiser's determination of the fair market value of the net assets of the Company will be binding on the seller and the buyers;
- (e) each appraiser will be a practicing real estate appraiser;
- (f) each of the seller and the buyers may present facts and opinions to the appraisers, and the appraisers will consider all relevant facts and opinions presented by the seller and the buyers;
- (g) each of the seller and the buyers will pay all of the fees, costs, and expenses of any appraiser retained solely by them; and
- (h) each of the seller and the buyers will pay 50% of the fees, costs, and expenses of any appraiser retained by both of them.

SECTION 20 PAYMENT TERMS

If the terms and conditions of a sale of any Units are to be determined in accordance with this Section 20, the terms and conditions will be determined as follows:

- 20.1 Agreed Terms.** If the seller and the buyers agree on the terms and conditions of the sale of the Units within 30 days after the determination of the parties buying the Units and the number of Units being bought by each party, the terms and conditions of the sale of the Units will be as agreed.
- 20.2 Payment Terms.** If the seller and the buyers cannot agree on the terms and conditions of the sale of the Units within 30 days after the determination of the parties buying the Units and the number of Units being bought by each party, the terms and conditions will be as follows:
 - (a) 10% of the price of the Units will be paid on the date that the sale occurs;

- (b) the balance of the price of the Units, together with interest on the unpaid balance from the date of the sale of the Units, will be paid in 60 equal monthly installments of principal and interest;
- (c) the first installment will be due on the first day of the first calendar month after the date of the sale of the Units, and subsequent installments will be due on the same day of each following month;
- (d) the buyers will pay interest on the unpaid balance at the greater of:
 - (1) an annual rate of 2.0%; or
 - (2) the “applicable Federal rate” under IRC § 1274(d) as of the date of the sale of the Units;
- (e) if an Interest Holder is a buyer, the Interest Holder’s obligation to pay the balance of the price of the Units will be evidenced by a nonnegotiable promissory note, in form and substance reasonably satisfactory to the seller; and
- (f) if the Company is a buyer, the Company’s obligation to pay the balance of the price of the Units will be evidenced by a nonnegotiable promissory note, in form and substance reasonably satisfactory to the seller.

SECTION 21 SALE OF UNITS

If the sale of any Units is to occur in accordance with this Section 21, the sale will occur as follows:

21.1 Sale.

- (a) The sale will occur at a time and date fixed by the seller and the buyers within 30 days after the final determination of the price of the Units, if the price of the Units is determined in accordance with Section 19.
- (b) The sale will take place at the Company’s principal office, or at a place fixed by the seller and the buyers.
- (c) All sales to all buyers will occur – and will be deemed to have occurred – simultaneously.

21.2 Deliveries.

- (a) Each buyer will sign and deliver to the seller:
 - (1) a certified check in the amount of the portion of the price of the Units that will be paid on the date that the sale occurs;
 - (2) if the buyer is the Company, a redemption agreement that contains:
 - (A) a representation and warranty by the Company that the Company can lawfully buy the Units under the Act; and
 - (B) such other terms and conditions that are customarily included in a redemption agreement, in form and substance reasonably satisfactory to the Company and the seller;

- (3) if the buyer is an Interest Holder, a unit purchase agreement that contains:
 - (A) investment representations and warranties by the buyer to ensure compliance with all applicable securities laws, in form and substance reasonably satisfactory to the seller; and
 - (B) such other terms and conditions that are customarily included in a unit purchase agreement, in form and substance reasonably satisfactory to the buyer and the seller; and
- (4) any promissory note required by Section 20.2(e) or Section 20.2(f).
- (b) The seller will deliver to the buyers any certificates representing the Units, together with assignments endorsed to the appropriate buyers, in form and substance reasonably satisfactory to the buyers.
- (c) The seller will sign and deliver to each buyer:
 - (1) if the buyer is the Company, a redemption agreement that contains:
 - (A) representations and warranties by the seller that the seller is the sole owner of the Units and that the Units are free from any encumbrance, including but not limited to any security interest or lien;
 - (B) investment representations and warranties by the seller to ensure compliance with all applicable securities laws, in form and substance reasonably satisfactory to the Company; and
 - (C) such other terms and conditions that are customarily included in a redemption agreement, in form and substance reasonably satisfactory to the Company and the seller; and
 - (2) if the buyer is an Interest Holder, a unit purchase agreement that contains:
 - (A) representations and warranties by the seller that the seller is the sole owner of the Units and that the Units are free from any encumbrance, including but not limited to any security interest or lien;
 - (B) investment representations and warranties by the seller to ensure compliance with all applicable securities laws, in form and substance reasonably satisfactory to the buyer; and
 - (C) such other terms and conditions that are customarily included in a unit purchase agreement, in form and substance reasonably satisfactory to the buyer and the seller.
- (d) The seller, the buyers, and the Company will sign and deliver all other documents and take or cause to be taken all other acts that they deem necessary or appropriate to effect and carry out the sale of the Units.

SECTION 22 Intentionally left blank.

SECTION 23 Intentionally left blank.

SECTION 24 NONDISCLOSURE

24.1 Use Restrictions and Nondisclosure Obligations. During an Interest Holder's Nondisclosure Period:

- (a) the Interest Holder will not use Confidential Information for any purpose without the Company's specific prior written authorization, except the Interest Holder may use Confidential Information to promote and effect the purposes of the Company; and
- (b) the Interest Holder will not disclose Confidential Information to any person without the Company's specific prior written authorization, except the Interest Holder may disclose Confidential Information:
 - (1) to the extent necessary to promote and effect the purposes of the Company, on a need-to-know basis, to persons who are informed by the Interest Holder of the confidential nature of the Confidential Information and the obligations of the Interest Holder under this Section 24;
 - (2) on a need-to-know basis, to Representatives of the Company or the Interest Holder who are informed by the Interest Holder of the confidential nature of the Confidential Information and the obligations of the Interest Holder under this Section 24; or
 - (3) in accordance with a judicial or other governmental order, but only if the Interest Holder promptly notifies the Company of the order and complies with any applicable protective or similar order.

24.2 Notification and Assistance Obligations. During an Interest Holder's Nondisclosure Period, the Interest Holder will:

- (a) promptly notify the Company of any unauthorized use or disclosure of Confidential Information, or any other breach of this Section 24; and
- (b) assist the Company to retrieve any Confidential Information that was used or disclosed by the Interest Holder or the Interest Holder's Representatives without the Company's specific prior written authorization and to mitigate the harm caused by the unauthorized use or disclosure.

24.3 Exceptions. An Interest Holder will not breach Section 24.1 or Section 24.2 by using or disclosing Confidential Information if the Interest Holder demonstrates that the information used or disclosed:

- (a) is generally available to the public other than as a result of a disclosure by the Interest Holder or a Representative of the Interest Holder; or
- (b) was received by the Interest Holder from another person without any limitations on use or disclosure, but only if the Interest Holder had no reason to believe that the other person was prohibited from using or disclosing the information by a contractual or fiduciary obligation.

24.4 Return of Confidential Information. Upon the Company's request, each Interest Holder will promptly return to the Company all materials containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the Interest Holder.

SECTION 25 TERMINATION

25.1 Agreement. This Agreement will terminate with respect to all parties upon the earliest to occur of the following:

- (a) upon the written agreement of the parties;
- (b) upon the merger of the Company with another business entity, if the Company is not the surviving business entity; and
- (c) upon the conversion of the Company into another business entity.

25.2 Interest Holder.

- (a) This Agreement will terminate with respect to an Interest Holder if the Interest Holder sells, exchanges, gifts, or otherwise liquidates all of the Interest Holder's Units in accordance with this Agreement, other than by operation of law as a result of the Interest Holder's death, incompetency, or Bankruptcy.
- (b) Each Interest Holder will sign a Joinder Agreement if the Interest Holder sells all of the Interest Holder's Units in accordance with this Agreement, is granted a security interest in some or all of such Units, and subsequently forecloses the security interest and reacquires some or all of such Units.

25.3 Effect of Termination. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

SECTION 26 EQUITABLE RELIEF

The parties acknowledge that the remedies available at law for any breach of this Agreement may, by their nature, be inadequate. Accordingly, and in addition to any other remedies available to the parties at law or in equity, each party may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained.

SECTION 27 GENERAL

27.1 No Assignment. No party may assign or delegate any of the party's rights or obligations under this Agreement to any person unless the assignment or delegation is expressly permitted by this Agreement.

27.2 Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

27.3 Notices. All notices or other communications required or permitted by this Agreement:

- (a) must be in writing;

- (b) must be delivered to the parties at the addresses set forth on Schedule 2.1, or any other address that a party may designate by notice to the other parties; and
 - (c) are considered delivered:
 - (1) upon actual receipt if delivered personally or by a nationally recognized overnight delivery service; or
 - (2) at the end of the third business day after the date of deposit, if deposited in the United States mail, postage pre-paid, certified, return receipt requested.
- 27.4 Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 27.5 Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- 27.6 Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- 27.7 No Third-Party Beneficiaries.** Except for third parties entitled to indemnity under an indemnification provision in this Agreement, the parties do not intend to confer any right or remedy on any third party.
- 27.8 Attachments.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- 27.9 Remedies.** The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
- 27.10 Governing Law.** This Agreement is governed by the laws of the State of Alaska, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- 27.11 Arbitration.**
- (a) Except as otherwise provided in Section 27.11(e), any dispute, controversy, or claim arising out of the subject matter of this Agreement will be settled by arbitration before a single arbitrator in Anchorage, Alaska.
 - (b) If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law.
 - (c) The arbitration will be conducted in accordance with the procedures set forth in AS 09.43.300 through 09.43.595.
 - (d) The resolution of any dispute, controversy, or claim as determined by the arbitrator will be binding on the parties. Judgment on the award of the arbitrator may be entered by any party in any court having jurisdiction.

- (e) A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any dispute, controversy, or claim. Any such action, suit, or proceeding – or any action, suit, or proceeding to confirm, vacate, modify, or correct the award of the arbitrator – will be litigated in courts located in Anchorage, Alaska.
- (f) For the purposes set forth in Section 27.11(e), each party consents and submits to the jurisdiction of any local, state, or federal court located in Anchorage, Alaska.

27.12 Attorney's Fees. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

27.13 Entire Agreement. Except for the Articles of Organization, this Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

27.14 Signatures. This Agreement may be signed in counterparts. An electronic transmission of a signature page will be considered an original signature page. At the request of a party, each other party will confirm an electronically-transmitted signature page by delivering an original signature page to the requesting party.

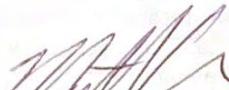
27.15 Attorneys. **JDW Counsel has prepared this Agreement as directed by Member/Manager Mathew Chambers. JDW Counsel does not represent the Company and is only preparing this Agreement on behalf of its client, Mathew Chambers. JDW Counsel only represents Mathew Chambers and hereby advises that all members and the Company seek independent counsel before executing this Agreement. Each of the other parties to this Agreement acknowledges that the party has consulted with the party's own legal counsel or has knowingly waived the party's right to do so.**

[signature page to follow]

Dated effective as of the date set forth in the preamble.

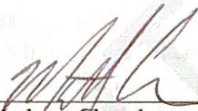
Company:

The Connoisseur Lounge, LLC




By: Mathew Chambers
Its: Manager

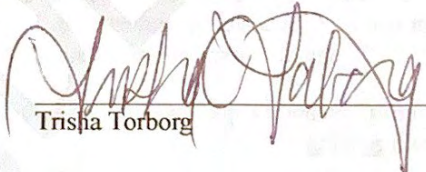
Members:



Mathew Chambers



Elizabeth Warren



Trisha Torborg

APPENDIX A

Definitions

“**Act**” means the Alaska Revised Limited Liability Company Act, as amended from time to time.

“**Articles of Organization**” means the Articles of Organization of the Company filed with the State of Alaska on October 23, 2020, as amended or restated from time to time, and including articles of conversion and articles of merger filed after the date of this Agreement.

“**Assignee**” means a person with an ownership interest in the Company who is not a Member and who does not have any of the rights and obligations of a Member specified in the Act, the Articles of Organization, or this Agreement, except: (a) the right to receive and retain Distributions, as and when made; (b) the right to allocations of Profits and Losses; and (c) the rights under Section 15.

“**Bankruptcy**” means, with respect to a person: (a) assignment by the person for the benefit of creditors; (b) commencement of a voluntary bankruptcy case by the person; (c) adjudication of the person as bankrupt or insolvent; (d) filing by the person of a petition or answer seeking for the person any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or rule; (e) filing by the person of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the person in any proceeding of this nature; (f) seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of the person or of all or any substantial part of the person’s properties; (g) commencement of an involuntary bankruptcy case against the person that has not been dismissed on or before the 120th day after the commencement of the case; or (h) appointment, without the person’s consent, of a trustee, receiver, or liquidator either of the person or of all or any substantial part of the person’s properties that is not: (1) vacated or stayed on or before the 90th day after appointment; or (2) vacated on or before the 90th day after expiration of a stay.

“**Capital Account**” means a capital account of an Interest Holder determined and maintained in accordance with Section 6.

“**Confidential Information**” means information related to the Company or its business that is disclosed to or accessed by an Interest Holder if: (a) the information is marked or designated – whether orally or in writing – by the Company or the disclosing person as confidential before, at, or promptly after the time of disclosure; or (b) the information is known or should have been known by the Interest Holder as being treated by the Company or the disclosing person as confidential.

“**Distribution**” means: (a) for purposes of Section 4.4(c), Section 4.18(b)(4), Section 6, and Section 8.4, a direct or indirect transfer of money or other property other than Units, or an incurrence of indebtedness by the Company, to or for the benefit of the Interest Holders in respect of an Interest Holder’s Units, including but not limited to a purchase, redemption, or other acquisition of Units; and (b) for all other purposes, a direct or indirect transfer of money or other property other than Units, or an incurrence of indebtedness by the Company, to or for the benefit of the Interest Holders in respect of an Interest Holder’s Units, but not including a purchase, redemption, or other acquisition of Units.

“**Fair Market Value**” means: The value as determined in accordance with Section 19.

“**Income Tax Distributions**” means, for any calendar year: (a) an amount sufficient to allow any federal and state taxes attributable to the income passed through the Company to the Interest Holders during the calendar year to be paid by the Interest Holders, assuming that all Interest Holders are

taxed at the sum of the maximum federal and state income rates applicable to any Interest Holder, after taking into account the deductibility of state taxes for federal income tax purposes; *minus* (b) all cash Distributions made to the Interest Holders during the calendar year, other than Income Tax Distributions made to the Interest Holders during the calendar year for the previous calendar year; *minus* (c) the amount of any reserves which a Majority of Managers deems appropriate for any liabilities of the Company.

“**Interest Holder**” means a person who is a Member or an Assignee.

“**Joinder Agreement**” means a Joinder Agreement substantially in the form attached as Exhibit A.

“**Majority of Managers**” means: (a) the Manager, if the Company has one Manager; or (b) a majority of the Managers, if the Company has more than one Manager.

“**Majority of Units**” means Members whose Units exceed 50% of the Units of all Members.

“**Manager**” means a person, who need not be a Member, designated by the Members to manage the Company’s business and affairs.

“**Member**” means a person with an ownership interest in the Company and all of the rights and obligations of a member specified in the Act, the Articles of Organization, and this Agreement.

“**Nondisclosure Period**” means, with respect to an Interest Holder, the period beginning on the date of this Agreement and ending upon the earliest to occur of the following: (a) two years after this Agreement terminates with respect to the Interest Holder; (b) the dissolution of the Company; and (c) the termination of this Agreement under Section 25.1.

“**Profit**” and “**Loss**” means for each taxable year of the Company – or other period for which profits and losses must be computed – the Company’s taxable income or loss determined in accordance with IRC § 703(a), with the following adjustments: (a) all items of income, gain, loss, deduction, or credit required to be stated separately under IRC § 703(a)(1) will be included; (b) any tax-exempt income of the Company not otherwise taken into account in this definition will be included; (c) any expenditures of the Company under IRC § 705(a)(2)(B) – or treated as such under Treas Reg § 1.704-1(b)(2)(iv)(i) – not otherwise taken into account in this definition will be excluded; (d) gain or loss resulting from any taxable disposition of property will be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value of the property differs from the adjusted basis of the property for federal income tax purposes; (e) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there will be taken into account the depreciation or amortization computed for book purposes; and (f) any items which are allocated under Schedule 7.1 will not be taken into account.

“**Representatives**” means directors, officers, managers, members, employees, independent contractors, agents, consultants, advisors, and other representatives.

“**Transfer**” means any transfer, including but not limited to any sale, exchange, gift, foreclosure of an encumbrance, or seizure to secure a judgment, regardless of whether the transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence, but not including an encumbrance.

“**Units**” means units that evidence an ownership interest in the Company.

“Unreturned Capital Contribution” means, as of any day, the amount, if any, by which: (a) the value of an Interest Holder’s aggregate contributions to the Company; *exceeds* (b) the value of all Distributions made to the Interest Holder under Section 8.1(b).

SCHEDULE 2.1

Company Information as of December, 2020

Interest Holders:

Interest Holder	Status	Units	Contribution	Date of Contribution	Capital Account
Mathew Chambers	Manager, Member	36	\$18,750.00 + administrative sweat equity	Nov. 5, 2020	\$18,750.00 + sweat equity
Trisha Torborg	Member	24	\$18,750.00	Dec. 5, 2020 & final contribution at Call of Manager	\$12,500.00
Elizabeth Warren	Member	40	\$37,500.00	Nov. 5, 2020 & final contribution at Call of Manager	\$15,750.00

Managers:

Mathew Chambers

Tax Matters Member:

Mathew Chambers

Addresses:

Company:

The Connoisseur Lounge, LLC
Attn: Managers
10400 E Bradley Lake Ave
Palmer, AK 99645

Members/Interest Holders:

Mathew Chambers
10400 E. Bradley Lake Avenue
Palmer, AK 99645

Trisha Torborg
10400 E. Bradley Lake Avenue
Palmer, AK 99645

Elizabeth Warren

978 South Roskelley Circle
Palmer, AK 99645

SCHEDULE 7.1

Allocation of Profits and Losses

SECTION 1 DEFINITIONS

“**Adjusted Capital Account Deficit**” means, with respect to an Interest Holder, the deficit balance, if any, in the Interest Holder’s Capital Account as of the end of any taxable year, after giving effect to the following adjustments: (a) the Capital Account will be credited with: (1) the amount which the Interest Holder is obligated by this Agreement to restore to the Interest Holder’s Capital Account, if any; and (2) the amount which the Interest Holder is deemed obligated to restore under Treas Reg § 1.704-2(g)(1) and Treas Reg § 1.704-2(i)(5); and (b) the Capital Account will be debited with the amounts described in Treas Reg § 1.704-1(b)(2)(ii)(d)(4), Treas Reg § 1.704-1(b)(2)(ii)(d)(5), and Treas Reg § 1.704-1(b)(2)(ii)(d)(6).

“**Company Minimum Gain**” has the meaning ascribed to “partnership minimum gain” in Treas Reg § 1.704-2(b)(2).

“**Member Nonrecourse Debt Minimum Gain**” has the meaning ascribed to “partner nonrecourse debt minimum gain” in Treas Reg § 1.704-2(i)(2).

“**Member Nonrecourse Deductions**” has the meaning ascribed to “partner nonrecourse deductions” in Treas Reg § 1.704-2(i)(1).

“**Nonrecourse Deductions**” has the meaning ascribed to it in Treas Reg § 1.704-2(b)(1).

“**Nonrecourse Liability**” has the meaning ascribed to it in Treas Reg § 1.704-2(b)(3).

SECTION 2 ALLOCATION OF PROFITS AND LOSSES

2.1 Limitation on Allocation of Losses.

- (a) No Interest Holder will be allocated Losses if the allocation will cause the Interest Holder to have an Adjusted Capital Account Deficit.
- (b) Losses that are not allocated to an Interest Holder as a consequence of Section 2.1(a) of this Schedule 7.1 will be allocated among the other Interest Holders in proportion to their positive Capital Account balances, subject to Section 2.1(a) of this Schedule 7.1.

2.2 Allocation of Profits to Offset Unrecovered Losses.

- (a) Before Profits are allocated among the Interests Holders under Section 7.1, Profits will be allocated among those Interest Holders who have been allocated Losses under Section 2.1(b) of this Schedule 7.1 that have not been fully offset by allocations of Profits under this Section 2.2.

- (b) An Interest Holder will be allocated Profits under this Section 2.2 only to the extent necessary to fully offset Losses that have been allocated to the Interest Holder under Section 2.1(b) of this Schedule 7.1.
- (c) Profits allocated under this Section 2.2 will be allocated among the appropriate Interest Holders in proportion to their Losses that have not been fully offset by allocations of Profits under this Section 2.2, subject to Section 2.2(b) of this Schedule 7.1.

SECTION 3 QUALIFIED INCOME OFFSET

An Interest Holder who unexpectedly receives an adjustment, allocation, or Distribution described in Treas Reg § 1.704-1(b)(2)(ii)(d)(4), Treas Reg § 1.704-1(b)(2)(ii)(d)(5), or Treas Reg § 1.704-1(b)(2)(ii)(d)(6) which causes or increases an Adjusted Capital Account Deficit for the Interest Holder as of the end of the taxable year to which the allocation relates will be allocated items of income and gain – consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year – in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit as quickly as possible.

SECTION 4 ALLOCATIONS ATTRIBUTABLE TO NONRECOURSE LIABILITIES

- 4.1 Nonrecourse Deductions.** Nonrecourse Deductions will be allocated among the Interest Holders in proportion to their Units.
- 4.2 Minimum Gain Chargeback Requirement.** Except as otherwise provided in Treas Reg § 1.704-2(f), if there is a net decrease in Company Minimum Gain for a Company taxable year, each Interest Holder will be allocated items of Company income and gain for that year equal to that Interest Holder’s share of the net decrease in Company Minimum Gain – within the meaning of Treas Reg § 1.704-2(g)(2).
- 4.3 Member Nonrecourse Deductions.** Member Nonrecourse Deductions will be allocated to the Interest Holder that bears the economic risk of loss for the liability in accordance with Treas Reg § 1.704-2(i).
- 4.4 Chargeback of Member Nonrecourse Debt Minimum Gain.** Except as otherwise provided in Treas Reg § 1.704-2(i)(4), if during a Company taxable year there is a net decrease in Member Nonrecourse Debt Minimum Gain, any Interest Holder with a share of that Member Nonrecourse Debt Minimum Gain – determined under Treas Reg § 1.704-2(i)(5) – as of the beginning of the year will be allocated items of income and gain for the year – and, if necessary, for succeeding years – equal to that Interest Holder’s share of the net decrease in the Member Nonrecourse Debt Minimum Gain. An Interest Holder’s share of the net decrease in Member Nonrecourse Debt Minimum Gain will be determined in a manner consistent with the provisions of Treas Reg § 1.704-2(g).

SECTION 5 CONTRIBUTED PROPERTY

In accordance with IRC § 704(c), income, gain, loss, and deduction with respect to property contributed to the Company by an Interest Holder will be allocated among the Interest Holders so as to take account of the variation between the basis of the property to the Company and its fair market value at the time of contribution. Such allocations will be made in accordance with the traditional method under Treas Reg § 1.704-3(b). Allocations made under this Section 5 are solely for tax purposes and will not affect any Interest Holder’s Capital Account, share of Profits and Losses, or the right to receive Distributions of the Company’s assets.

SECTION 6 GUARANTEED PAYMENTS

To the extent that any compensation paid to an Interest Holder by the Company is determined by the Internal Revenue Service not to be a guaranteed payment under IRC § 707(c) or not to be a transaction between the Interest Holder and the Company under IRC § 707(a), the Interest Holder will be allocated income in an amount equal to the compensation payment and the Interest Holder's Capital Account will be adjusted to treat the compensation payment as a Distribution.

SECTION 7 RECAPTURE

Upon a sale or other disposition of a Company asset, any ordinary income portion of any income or gain resulting from the recapture of cost recovery or other deductions will be allocated among those Interest Holders who were previously allocated – or whose predecessors-in-interest were previously allocated – the cost recovery or other deductions resulting in the recapture items, in proportion to the amount of the cost recovery or other deductions previously allocated to them.

SECTION 8 WITHHOLDING

All amounts required to be withheld under IRC § 1446 or any other provision of applicable federal, state, or local tax law will be treated as amounts actually Distributed to the affected Interest Holders.

SECTION 9 OTHER ALLOCATIONS

If this Agreement does not provide for the allocation of any items of Company income, gain, loss, credit, and deduction among the Interest Holders, the items will be allocated among the Interest Holders in the same proportions as they share Profits and Losses.

EXHIBIT A

Joinder Agreement

_____ (“**New Party**”) agrees to become a party to and be bound by the provisions of the Operating Agreement of The Connoisseur Lounge, LLC, an Alaska limited liability company (the “**Company**”), dated _____ among the Company and the Company’s interest holders.

Dated effective: _____

[**Member:**] [**Assignee:**]

**JOINDER AGREEMENT
THE CONNOISSEUR LOUNGE, LLC**

THIS JOINDER AGREEMENT TO THE LIMITED LIABILITY COMPANY AGREEMENT of THE CONNOISSEUR LOUNGE, LLC (this "Agreement") is executed and delivered this ___ day of _____ 2021 by Sara Jean Berberich. The purpose of this Agreement is to make clear that Sara Jean Berberich, upon effectuation of the ownership change, is bound and agrees to all terms in the Operating Agreement of The Connoisseur Lounge, LLC dated as of December 11, 2020, by and among the Members of the Company as defined therein (the "Operating Agreement").

WHEREAS, in connection with the purchase of the additional Member's Interest, Sara Jean Berberich must, among other things, continue to be a party to the Operating Agreement.

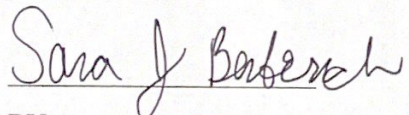
NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Sara Jean Berberich, hereby acknowledges and agrees with the Company that she is a signatory and party to the Operating Agreement as of the date first written above and thus subject to all terms and conditions of the Operating Agreement applicable to each Member of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the day and year first set forth above.

ACCEPTED:

Sara Jean Berberich



BY: Sara Jean Berberich – The Connoisseur Lounge, LLC- Member

**THE CONNOISSEUR LOUNGE, LLC
RESOLUTION NUMBER: 0001**

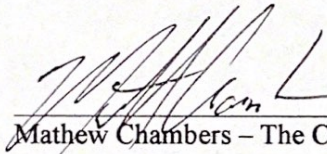
**RESOLUTION OF THE CONNOISSEUR LOUNGE, LLC
REMOVAL OF MEMBER ELIZABETH WARREN**

WHEREAS, upon all member providing their written consent, Section 4.7 (a) of The Connoisseur Lounge, LLC Operating Agreement authorizes Action by members without a Meeting.

WHEREAS, The Connoisseur Lounge, LLC seeks to remove Member Elizabeth Warren and Elizabeth Warren seeks to be removed from The Connoisseur Lounge, LLC under Section 16 of the Operating Agreement.

THEREFORE, IT IS RESOLVED BY THE CONNOISSEUR LOUNGE, LLC AND ITS MANAGING MEMBER, MATHEW CHAMBERS AS FOLLOWS:

1. Elizabeth Warren will be removed from The Connoisseur Lounge, LLC.
2. This Resolution shall become effective upon the effectuation of License #27522 transfer.


Mathew Chambers – The Connoisseur Lounge, LLC - Managing Member

DATE: 10/12/21



Brenda Butler <brenda@jdw counsel.com>

Fwd: Receipt from Alaska DEC

Connoisseur Lounge <c.loungegm@gmail.com>
To: brenda@jdw counsel.com

Fri, May 27, 2022 at 1:38 PM

----- Forwarded message -----

From: <dec.adec.userfees@alaska.gov>

Date: Wed, Feb 23, 2022 at 12:53 PM

Subject: Receipt from Alaska DEC

To: <dec.fsspermit@alaska.gov>, <CLoungeGM@gmail.com>, <krista.weydahl@alaska.gov>



Alaska Department of Environmental Conservation
Sale 506101

Items

Description	Applicant	Identifier	Quantity	Unit Price	Total
FS:FM1 Convenience Store - 2022 Annual Fee	Matthew Chambers The Connoisseur Lounge The Connoisseur Lounge, Facility ID: 8684	Program ID 11545	1	125.00	125.00

Payments

Receipt #	Date	Remitter	Contact	Method	Amount
GDWGAFCU	2/23/2022 12:53 PM	Matthew Chambers The Connoisseur Lounge 10400 E Bradley Lake Ave Palmer, AK 99645 USA	CLoungeGM@gmail.com 907-746-4200, 907-244-8329	Credit Card (Terminal) Account *****3016 Auth Code 025305	125.00

Total

Items \$ 125.00
Payments \$ 125.00
Amount Due \$ 0.00

Phone 1 (907) 269-0484
Fax 1 (907) 465-5070
TDD 1 (800) 770-8973

Mailing Address Department of Environmental Conservation
P.O. Box 111800
Juneau, AK 99811-1800

Website <https://dec.alaska.gov/>
Email dec.adec.userfees@alaska.gov

Katie Thomas
General Manager

The Connoisseur Lounge



FOR DIVISION USE ONLY

Corporations Section

State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: corporations@alaska.gov
Website: Corporations.Alaska.Gov

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to www.Corporations.Alaska.Gov and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important:	AS 10.50.765
<p>Each Domestic Limited Liability Company is required to notify this office when there is a change of officials. — AS 10.50.765</p> <p>Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.</p> <p>The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes. — AS 10.50.860-.870</p>	

2. Fee:	<input checked="" type="checkbox"/> \$25 Nonrefundable Filing Fee (CORF)	3 AAC 16.065(b)
<p>Mail this form and the non-refundable \$25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.</p>		

3. Entity Information:	AS 10.50.765
<p>Entity Name: <u> The Connoisseur Lounge, LLC </u></p> <p>Alaska Entity Number: <u> 10145944 </u></p>	

4. REMOVE from Record:

AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: Elizabeth Warren

Name: _____

Name: _____

Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials:

AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — AS 10.50.155(b)
- Must provide all members who own 5% or more of the LLC. — AS 10.50.765 (b)
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — AS 10.50.075(5) and AS 10.50.110(b)

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
Mathew Chambers	10400 E. Bradley Lake Avenue, Palmer, Alaska 99645	66	x	x
Trisha Torborg	10400 E. Bradley Lake Avenue, Palmer, Alaska 99645	24	x	
Sara Jean Berberich	PO Box 733, Palmer, Alaska 99645	10	x	

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature:

AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: _____

Date: _____

Printed Name: Mathew Chambers

Title of Authorized Signer: Member Manager Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

Notice of Change of Officials SUPPLEMENT

If used, this supplement must be returned with Form 08-491

Entity Name: The Connoisseur Lounge, LLC

Alaska Entity Number: 10145944

4. REMOVE from Record (continued from Page 2): AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: _____ Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials (continued from Page 2): AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — AS 10.50.155(b)
- Must provide all members who own 5% or more of the LLC. — AS 10.50.765 (b)
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — AS 10.50.075(5) and AS 10.50.110(b)

<ul style="list-style-type: none"> • List <u>ALL</u> officials and their current information to be on record. • Manager will only be accepted if the entity is manager-managed per the articles. • BOLD fields are required. 		% OWNED	MEMBER	Manager
FULL LEGAL NAME	COMPLETE MAILING ADDRESS			
				x

If necessary to complete Items #4 and #5, make copies of this SUPPLEMENT page.



THE STATE
of **ALASKA**
Department of Commerce, Community and Economic Development
Division of Corporations, Business and Professional Licensing

COR

FOR DIVISION USE ONLY

Corporations Section

State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: corporations@alaska.gov
Website: Corporations.Alaska.Gov

Contact Information

- Return this form with your filing
- This information may be used by the Division to assist with processing your attached filings
- This form will not be filed for record, or appear online

Entity Information		Enter your entity information as it appears on this filing.	
Entity Name:	The Connoisseur Lounge, LLC		
AK Entity #:	10145944		

Contact Person		Whom may we contact with any questions or problems with this filing?	
Company:	JDW, LLC		
Contact:	Jana Weltzin		
Mailing Address:	Address: 901 Photo Avenue, Second Floor		
	City: Anchorage	State: AK	ZIP: 99503
Phone:	9072313750		
Email:	jana@jdwcounsel.com		

Document Return Address		Provide an address for the return of your filed documents.	
<input checked="" type="checkbox"/> Return my filings to the address provided ABOVE <input type="checkbox"/> Return my filings to this address provided BELOW			
Company:	JDW, LLC		
Contact:	Jana Weltzin		
Mailing Address:	Address: 901 Photo Avenue, Second Floor		
	City: Anchorage	State: AK	ZIP: 99503



Jana D. Weltzin
Licensed in Alaska & Arizona
901 Photo Ave, Second Floor
Anchorage, Alaska 99503
Phone 907-231-3750
JDW, LLC
jana@jdw counsel.com

May 27, 2022

Alcohol and Marijuana Control Office

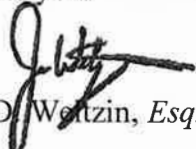
Sent Via Email

Re: Response to Incomplete Letter for The Connoisseur Lounge, LLC License #27522

Thank you for your correspondence dated May 27, 2022. Please find the following attachments and/or statements to address your incomplete items:

- MJ-08 – has been updated with the notification date and receiving party for MSB.
- Entity Documents – The registered agent on file with CBPL filed the 2022 biennial report for The Connoisseur Lounge, LLC on February 28, 2022. He took the advice of his tax professional as the removed member wanted nothing to do with this license and needed to be free and clear of all tax burdens. The tax professional and the registered agent were unaware that this was consequential to the retail license. The transfer was submitted to the AMCO office on October 13, 2021, over seven months ago. It would be unfair to the transferor to be placed back on an LLC that she does not want to be part of. We are requesting that the transfer be brought to the board for consideration without the filing of an additional Notice of Change of Officials.
- Food Permit Application – attached is verification that the 2022 DEC food permit was renewed.

Thank you for your consideration,


Jana D. Weltzin, Esq.



THE STATE
 of ALASKA

Department of Commerce, Community, and Economic Development
 Division of Corporations, Business, and Professional Licensing
 PO Box 110806, Juneau, AK 99811-0806
 (907) 465-2550 • Email: corporations@alaska.gov
 Website: corporations.alaska.gov

FOR DIVISION USE ONLY

Domestic Limited Liability Company

2022 Biennial Report

For the period ending December 31, 2021

Web-2/28/2022 6:52:45 AM

Due Date: This report along with its fees are due by January 2, 2022

Fees: If postmarked before February 2, 2022, the fee is \$100.00.
 If postmarked on or after February 2, 2022 then this report is delinquent and the fee is \$137.50.

Entity Name: The Connoisseur Lounge, LLC

Entity Number: 10145944

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 10400 E BRADLEY LAKE AVE, PALMER,
 AK 99645

Mailing Address: 10400 E BRADLEY LAKE AVE, PALMER,
 AK 99645

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Mathew Chambers

Physical Address: 10400 E BRADLEY LAKE AVE, PALMER,
 AK 99645

Mailing Address: 10400 E BRADLEY LAKE AVE, PALMER,
 AK 99645

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
TRISHA TORBORG	10400 E BRADLEY LAKE AVE, PALMER, AK 99645	24.00		X
Sara Berberich	226 Evergreen Ave, Palmer, AK 99645	10.00		X
Mathew Chambers	10400 E BRADLEY LAKE AVE, PALMER, AK 99645	66.00	X	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

Purpose: To own and operate a specialized retail store and any lawful purpose

NAICS Code: 452990 - ALL OTHER GENERAL MERCHANDISE STORES

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: JOSEPH SAUNDERS



THE STATE
of **ALASKA**
Department of Commerce, Community and Economic Development
Division of Corporations, Business and Professional Licensing



COR

FOR DIVISION USE ONLY

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Juneau
NOV 23 2020

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CC25CC

Corporations Section
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: corporations@alaska.gov
Website: Corporations.Alaska.Gov

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to www.Corporations.Alaska.Gov and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important:

AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.

— AS 10.50.765

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.

— AS 10.50.860-.870

2. Fee:

\$25 Nonrefundable Filing Fee (CORF)

3 AAC 16.065(b)

Mail this form and the non-refundable \$25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information:

AS 10.50.765

Entity Name: The Connoisseur Lounge, LLC

Alaska Entity Number: 10145944



K 2 9 8 8 9 6 8

4. REMOVE from Record: AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: _____ Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

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Juneau
NOV 23 2020
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5. ALL Current Officials: AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — AS 10.50.155(b)
- Must provide all members who own 5% or more of the LLC. — AS 10.50.765 (b)
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — AS 10.50.075(5) and AS 10.50.110(b)

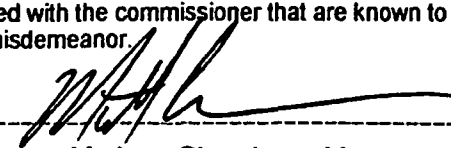
- List ALL officials and their current information to be on record.
- Manager will only be accepted if the entity is manager-managed per the articles.
- BOLD fields are required.

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	
			MEMBER	Manager
Elizabeth Warren	978 South Roskelley Circle, Palmer, AK 99645	40	*	
Trisha Torborg	10400 E. Bradley Lake Avenue, Palmer, AK 99645	24	*	
Mathew Chambers	10400 E. Bradley Lake Avenue, Palmer, AK 99645	36	*	*

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature: AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature:  Date: 11-19-20

Printed Name: Mathew Chambers, Manager of The Connoisseur Lounge, LLC

Title of Authorized Signer: Member Manager Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

LEASE

PARTIES This Lease (this "Lease"), dated, for reference purposes only, is made by and between **Kendra Nugent** an Alaska resident is ("Landlord") and, **The Connoisseur Lounge, LLC** whose address is 10400 E. Bradley Lake Ave, Palmer, Alaska 99645 (Tenant).

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, at the rental and upon all the conditions set forth herein, that certain space (the "Premises") containing approximately Two Thousand Three Hundred Eighty square feet (2,380). Tenant is renting the building located on a portion of Lot 7, Block 2, M.D. SNODGRASS ADDITION TO THE PALMER TOWNSITE, plate filed in Book 14 at Page 350A,, Palmer Recording District, State of Alaska, with a street address of 226 West Evergreen, Palmer, Alaska.

2. **TERM.**

2.1 **INITIAL TERM.** The Lease term shall commence on November 1, 2020 and shall continue for a term of three years until November 1, 2023, unless sooner terminated pursuant to any provision hereof.

3. **RENT/DAMAGE DEPOSIT.**

3.1 **Minimum Rent.** Tenant shall pay to Landlord as minimum rent for the Premises monthly installments as follows:

(a) Monthly rent lease rate will be THREE THOUSAND AND 00/100 (\$3,000.00) per month on the first of the month.

(b) Tenant shall pay the first months rent upon execution of this agreement. Landlord shall be under no obligation to keep the last months rent or damage deposit in a segregated account.

(c) Tenant shall pay a damage deposit to be applied to any damages to the premises in the amount of \$2,200.00

3.2 **Late Charge.** If any payment is not paid within five (5) days of the due date, then there shall be added as **additional rent an amount equal to TWENTY-FIVE percent (25%) of the delinquent payment** for the month or

3. RENT/DAMAGE DEPOSIT.

3.1. Minimum Rent. Tenant shall pay to Landlord as minimum rent for the Premises monthly installments as follows:

(a) Monthly rent lease rate will be TWO THOUSAND EIGHTY TWO AND 50/100 Dollars (\$2,082.50) PER MONTH. Rent will be prorated for the month of Novemeber for the sum of SIXTY NINE AND 42/100 (\$69.42) PER DAY for the month of Novemeber only.

(b) Tenant shall pay the first month's rent upon execution of this agreement. Landlord shall be under no obligation to keep the last month's rent or damage deposit in a segregated account.

(c) Tenant shall pay a damage deposit to be applied to any damages to the premises in the amount of \$2,082.50

3.2. Late Charge. If any payment is not paid within five (5) days of the due date, then there shall be added as **additional rent an amount equal to TWENTY-FIVE percent (25%) of the delinquent payment** for the month or portion thereof after the date it was due, provided, however, if such sum and late charges are not paid in full on or before the tenth (10th) day of the month, such sum shall commence to bear interest at the rate of 50 percent (50%) per annum until paid in full.

3.3. Lease Amendment. On January 1, 2021 tenant shall amend the lease to renting the entire building at \$1.75 per square feet with the intent to purchase the building at fair market value. Tenant will have first right of refusal to purchase the entire building.

4. CONSTRUCTION OF IMPROVEMENTS. Tenant shall be responsible for the design, construction, payment and installation of Tenant's own leasehold improvements and trade fixtures, including, but not limited to, salon chairs, washing bowls, lights, branch wiring beyond the panel, floor coverings, interior partitioning, decor, shelves, racks and counters; provided that the design and decor shall be subject to the reasonable prior written approval of Landlord, and Tenant shall provide Landlord with appropriate design drawings for approval prior improvements must meet current municipal code and Tenant must obtain all necessary permits for constructing and installation of Tenants leasehold improvements. The Landlord shall not be responsible for Code upgrade and is not responsible to pay any costs associated or related to the Tenant Improvements.

Tenant shall not do or directly contract for anything to be done causing the

Premises to be encumbered by liens of any nature, and shall, whenever and as often as any lien is recorded against said property, purporting to be for labor or materials furnished or to be furnished to Tenant, discharge the same of record within 10 days of the date the lien is recorded by recording the bond contemplated is A.S. 34.35.072 or otherwise appropriately satisfy the subject lien in full.

Tenant shall obtain waivers of lien rights and releases of claims from contractors, subcontractors, and suppliers in connection with Tenant's leasehold improvements and shall indemnify and hold Landlord harmless from the same.

Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including, but not limited to, those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. At least ten (10) days before commencing or causing to be commenced any work that is or may be the subject of a lien for work done or materials furnished to the Premises, Tenant shall notify Landlord in writing thereof, to allow Landlord, if it desires, to post and record notices of non-responsibility or to take any other steps the Landlord deems appropriate to protect its interest.

Upon completion of construction the Tenant shall provide to Landlord valid lien releases and satisfactory proof of payment of all liens, claims based on notices of right to lien, and other claims against the Premises, and a Certificate of Occupancy for the Premises. If the Tenant's improvements are less than \$5,000 Landlord shall not require a Certificate of Occupancy.

5. UTILITIES. Tenant shall contract directly with provider and pay for all, internet services and telephone service, utilities, together with any taxes thereon.

6. USE. The Premises shall be used and occupied only for State of Alaska Marijuana Retail Establishment and no other use without the prior written consent of Landlord. No act shall be done in or about the Premises that is unlawful or that will increase the rate of insurance on the building. Tenant will not commit or allow to be committed any waste upon the premises or any public, private, or mixed nuisance or other act or thing which disturbs the quiet enjoyment of the Landlord's

business. Tenant shall comply with all laws relating to its use of the Premises. No illegal drugs that are illegal under Alaska Law, or alcohol shall be allowed on the premises. Tenant shall use all commercially reasonable efforts to obtain the necessary approvals and licenses to operate a Marijuana Retail Establishment. This agreement does not create an employee/employer relationship. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement.

7. ACKNOWLEDGEMENT AND MARIJUANA SPECIFIC LAW. The Lessor hereby acknowledges that the Leased Property will be used as a Marijuana Cultivation Facility. Tenant hereby warrants that the operation of its business shall be conducted in strict compliance with all applicable governmental laws relating to the regulation and legalization of marijuana and marijuana establishments. Landlord and Tenant recognize marijuana remains an illegal substance under the federal Controlled Substances Act and both the Tenant expressly agrees to indemnify, defend and hold harmless Landlord from and against any claim, liability, expense, lawsuit, loss or other damage, including reasonable attorneys' fees, arising from or relating to Tenant's use of the Premises or Assignee's activities or any violations of federal law, at Tenant's sole cost and expense. Should Tenant's use of the Premises endanger in any way the Landlord's ownership, title, or right to possess the Premises, including through official warnings to cease and desist, warnings by Lenders, or the threat of seizure, Lessor shall be entitled to terminate this Lease, in its sole discretion, effectively immediately upon notice to the Tenant. Landlord may, in its sole discretion, elect not to terminate the Lease and instead permit Tenant to remain in possession.

8. CHANGE IN INDUSTRY. The Tenant recognizes that the marijuana industry is a highly regulated industry, subject to change; in the event that regulatory law requires the Leased Property be altered for compliance purposes, Tenant agrees to make all Alterations at its own cost and subject to the provisions of contained above. If Tenant cannot make sufficient Alterations to the Property to achieve compliance, Landlord, in its sole discretion, may elect to terminate the Lease.

9. DISPOSITION OF MARIJUANA. The Landlord recognizes it has certain responsibilities because it is leasing to a Tenant in the marijuana industry, which is a highly regulated industry, and hereby acknowledges that the event of a default or abandonment or otherwise, Landlord shall not take possession of or remove marijuana from the Property, and Landlord shall contact the Alcohol Marijuana Control Office (AMCO) enforcement to facilitate disposal of any left behind marijuana.

7. MAINTENANCE, REPAIRS AND ALTERATIONS.

7.1. Landlord's Obligations. Except for damage caused by the negligence or intentional act of Tenant or Tenant's agents, employees or invitees, Landlord, at Landlord's expense, shall keep in good order, condition and repair the foundations and structural portions of the exterior walls and exterior roof of the Building. Landlord shall have no obligation to make repairs under this Section 7.1 until a reasonable time after the receipt of written notice of the need for such repairs.

7.2. Tennant's Obligations. Subject to the provisions of Section 7.1, Tenant, at Tenant's expense, shall keep in good order, condition and repair the Premises and every part thereof, including but not limited to plumbing, any mechanical or electrical apparatus, plumbing, doors, window frames, hardware, glass and nonstructural ceilings, entrance door, walls, the light fixture, outside sign, and ballasts for the lights. Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use, wear and tear excepted. Tenant shall repair any damage to the Premises or the Building occasioned by its use thereof or by the removal of Tenant's trade fixtures, furnishings and equipment, which repair shall include, but not be limited to, the patching and filling of holes and repair of structural damage. Tenant shall be responsible for plumbing, heater, and its ventilation system.

7.3 Landlord's Rights. If Tenant fails to perform Tenant's obligations under this Article 7, Landlord may (but shall not be required to) enter upon the Premises after ten (10) days' prior written notice to Tenant and put the same in good order, condition and repair or otherwise cure the default, and the cost of such action plus fifteen percent (15%) thereof shall become due and payable as additional rent to Landlord together with Tenant's next rental installment. Notwithstanding the forgoing, Landlord shall comply with the AMCO required Visitor Policy imposed on all State of Alaska Marijuana Establishments. The Visitor Policy requires any

persons who enter a restricted access area of a marijuana establishment to sign into a visitor log kept by the Tenant, show identification to Tenant or Tenant's agents verifying that the person gaining access is 21 years of age or older, wear a Visitor Badge, and remain in eyesight of Tenant or Tenant's agents at all times.

7.4 Alterations and Additions. Tenant shall not, without Landlord's prior written consent, make any alterations, additions or improvements in the Premises. All work on the Premises shall be done in compliance with all applicable governmental codes and regulations. At Landlord's option, all alterations, improvements or additions which may be made on the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Tenant's machinery, equipment and trade fixtures other than those which are affixed to the Premises so that they cannot be removed without material damage to the Premises shall remain the property of Tenant and may be removed by Tenant.

8. INSURANCE: INDEMNITY.

8.1.Liability Insurance. Tenant shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Landlord and insuring Tenant and Landlord against any liability, including without limitation damage to other portions of the Building, arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000.00). The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Such policies shall name Landlord and Landlord's agents as additional insureds and shall provide that they may not be canceled without thirty (30) days' prior written notice to Landlord. Landlord shall be furnished with a certificate evidencing issuance of such policy of liability insurance, and such certificate shall recite that said policy may not be canceled without thirty (30) days' prior written notice to Landlord. If Tenant shall fail to maintain said insurance, Landlord may but shall not be required to procure and maintain the same, at the expense of Tenant.

8.2.Property Insurance. Landlord shall maintain in force during the term of this Lease a policy of insurance issued by a company authorized to engage in the insurance business in the State of Alaska, insuring the Building against damage or destruction by fire and/or by perils covered by the standard form of extended coverage endorsements to fire insurance policies in the State of Alaska in effect at the time when the policies are obtained.

8.3. Waiver of Subrogation. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to its insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by its insurer, to evidence compliance with the aforementioned waiver.

8.4. Hold Harmless. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or thing which may be permitted or suffered by Tenant in or about the Premises and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises solely out of the negligence of Landlord.

8.5. Exemption of Landlord from Liability. Landlord shall not be liable for injury to Tenant's business or any loss of income there from or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees or customers or any other person in or about the Premises; nor, unless caused by its negligence, shall Landlord be liable for personal injury to Tenant or Tenant's employees, agents, contractors and invitees, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Landlord or Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the Building in which the Premises are located.

9. DAMAGE OR DESTRUCTION. In the event the Premises are damaged to such an extent as to render the same untenable in whole or in a substantial

part thereof or are destroyed, it shall be optional with Landlord to repair or rebuild the same; and after the happening of any such event, Tenant shall give Landlord or Landlord's agent immediate written notice thereof. Landlord shall have not more than thirty (30) days after date of such notification to notify Tenant in writing of Landlord's intentions to repair or rebuild said Premises or the part so damaged as aforesaid, and if Landlord elects to repair or rebuild said Premises, Landlord shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period the rent of said Premises shall be abated in the same ratio that that portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises. If Landlord shall fail to give the notice aforesaid, Tenant shall have the right to declare this Lease terminated by written notice served upon Landlord.

In the event the Building in which the Premises are located shall be damaged (even though the Premises hereby leased shall not be damaged thereby) to such extent that, in the opinion of Landlord, it shall not be practicable to repair or rebuild, or is destroyed, then it shall be optional with Landlord to terminate this Lease by written notice served on Tenant within thirty (30) days after such damage or destruction.

10. PERSONAL PROPERTY TAXES. Tenant shall pay or cause to be paid before delinquency any and all taxes, including any imposed marijuana sales taxes, levied or assessed, and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures and any other personal property located in the Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

11. INSOLVENCY. If Tenant becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant and if the receivership, assignment or other liquidating action is not terminated within thirty (30) days of any such appointment, then Landlord may terminate this Lease and Tenant's right of possession under this Lease, at Landlord's option.

12. DEFAULTS. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

12.1. Vacation of Premises. The vacating or abandonment of Premises by Tenant;

12.2. Failure to Provide Rent. The failure by Tenant to provide rent as described in Section 3.1 or any other payment required to be made by Tenant hereunder as and when due;

12.3. Failure to Perform Covenants. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion; and

13. REMEDIES IN DEFAULT. In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

13.1. Termination. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to the cost of recovering possession of the Premises; expenses of reletting, including, but not limited to, necessary renovation and alteration of the Premises; reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Additional Charges called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. In this event, Landlord shall contact AMCO Enforcement Division to ensure that AMCO is notified that Tenant has lost possession of the Property and have AMCO Enforcement come and remove any marijuana or marijuana products from the facility prior to retaking possession of the Property. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate;

13.2.Enforce Rights. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including, but not limited to, the right to recover the rent and any other charges and Additional Charges as may become due hereunder; or

13.3.Other Remedies. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises are located.

14. PRIORITY. Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust now or at any time hereafter constituting a lien upon the Premises or the Building containing the same, to any and all advances to be made there under, and to the interest thereon, and to all renewals, replacements and extensions thereof; provided that the mortgagees or the beneficiaries named in said mortgages or deeds of trust shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default hereunder and if Tenant attorns to the mortgagee. Within ten (10) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust and shall execute Estoppel Certificates as requested by Landlord from time to time in the standard form of any such mortgagee or beneficiary.

15. CONDEMNATION. If all of the Premises or any portion of the Building as may be required for the reasonable use of the Premises shall be taken by eminent domain (or by a voluntary conveyance made in lieu of a taking by eminent domain), this Lease shall automatically terminate as of the date Tenant is required to vacate or will be deprived of the reasonable use of the Premises, and all rentals shall be paid to that date. In the case of a taking of a part of the Premises, Tenant may, at its election, terminate this Lease by notice in writing to Landlord within ten (10) days after the receipt by Tenant of written notice of the proposed taking, and with any such notice by Tenant to Landlord to be effective on a date which shall be specified by Tenant in the notice but shall be no later than thirty (30) days after the date of the giving of notice. If within said thirty (30) day period Tenant does not exercise its right to terminate this Lease because of a taking of a part of the Premises, this Lease shall continue in full force and effect, and the rental shall be equitably reduced based on the proportion by which the floor area of the Premises is reduced, such rent reduction to be effective as of the date when possession of such portion is delivered to the condemning authority. Landlord reserves all rights

to damages to the Premises for any taking by eminent domain, and Tenant hereby assigns to Landlord any right Tenant may have to such damages or award, and Tenant shall make no claim against Landlord for damages for termination of the leasehold interest or for interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may be put for Tenant's moving expenses and for the interruption of or damage to Tenant's business; provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Landlord.

16. PARKING AND COMMON AREAS.

16.1.Landlord's Obligations and Rights. Landlord covenants that there shall be an area for common and parking areas for the nonexclusive use of Tenant (provided that Tenant has access to the required amount of parking spots per Palmer land use code) during the full term of this Lease; provided that the condemnation or other taking by any public authority or sale in lieu of condemnation of any or all of such common and parking areas shall not constitute a violation of this covenant.

16.2.Tenant's Rights. Tenant, for the use and benefit of itself and its agents, employees, customers, and licensees, shall have the nonexclusive right in common with Landlord and other present and future owners and tenants and their agents, employees, customers, and licensees to use said common and parking areas during the entire term of this Lease for ingress, egress and automobile parking.

16.3.Rules and Regulations. Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as Landlord and Tenant shall agree upon from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) the restricting of employee parking to a limited, designated area or areas; and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish.

17. NONWAIVER. Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of

Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

18. SURRENDER OF POSSESSION. Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord.

19. HOLDING OVER. If Tenant shall, without the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Alaska. During such tenancy, Tenant agrees to pay Landlord rent at the rate of Two Hundred percent (200%) of the rental as set forth herein, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable.

20. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease nor sublet the whole or any part of the Premises to any person or entity without the written approval of the Landlord, which shall not be unreasonably withheld. As used herein the term "Assignment" includes without limitation transfers to a subsidiary or affiliated entity, the restructuring of a limited partnership, transfers of interest by or between individual partners if Tenant is a partnership, transfers of stock by stockholders if Tenant is a corporation, and any assignment in connection with any corporate merger or consolidation

21. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to Landlord at the same place rent payments are made and to Tenant at the Premises or to such other respective addresses as may hereafter be designated by either party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

22. COSTS AND ATTORNEYS' FEES. If by reason or any default on the part of Tenant it becomes necessary for Landlord to employ an attorney, or in case Landlord shall bring suit to recover any rent due hereunder or for breach of any provision of this Lease or to recover possession of the Premises, or if Landlord shall bring an action for any relief against Tenant, declaratory or otherwise, arising out of this Lease, and Landlord shall prevail in such action, then and in any of such events Tenant shall pay Landlord a reasonable attorneys' fee and all costs and expenses expended or incurred by Landlord in connection with such default or

action.

23. LANDLORD'S ACCESS. Landlord and its agents shall have the right to enter the Premises at reasonable times, provided Landlord and its agents follow the required Visitor Policy, for the purpose of inspecting it, showing it to prospective purchasers or lenders and making such repairs as Landlord may deem necessary or desirable. Landlord may, at any time, place on or about the Premises any ordinary "For Lease" signs and may, during the last ninety (90) days of the term of this Lease, place on or about the Premises any ordinary "For Sale or Lease" signs, without rebate of rent or liability to Tenant.

24. CAPTIONS AND CONSTRUCTION. The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

25. REMOVAL OF PROPERTY. At the end of the term or Second Term, if Tenant shall fail to remove any of its property of any nature whatsoever from the Premises at the termination of this Lease or when Landlord has the right of reentry, Landlord may, after notifying AMCO Enforcement of Tenant's departure and AMCO Enforcement's removal of any marijuana or marijuana product, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of ten (10) days or more, Landlord may, at its option, sell or permit to be sold any or all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sales as follows: first, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

26. SUCCESSORS. All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, except as expressly limited herein.

27. ACCEPTANCE OF PREMISES. Tenant shall accept the Premises "as is" at the commencement of the term of this Lease and in their then present

condition and subject to all applicable zoning, municipal, county, borough, and state laws, ordinances and regulations governing and regulating the use of the Premises and accept this Lease subject thereto and all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the suitability of the Premises for the conduct of Tenant's business.

28. SALE OF PREMISES BY LANDLORD. In the event of any sale of the Premises by Landlord, Landlord shall be and hereby is entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease and any renewal terms.

29. TENANT'S STATEMENT. Tenant shall, at any time and from time to time, upon not less than five (5) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder or specifying that such defaults, if any, are claimed; and (c) setting forth the date of commencement of rents and expiration of the term hereof. The prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part may rely upon any such statement.

30. SUBORDINATION BY TENANT. Landlord shall have the right to unilaterally subject and subordinate Tenant's rights and remedies under this Agreement and Tenant's right, title and interest in and to the Premises to the lien of any mortgage, deed of trust or security interest that Landlord may elect to grant in, to or against the Premises without the necessity of Tenant joining in any such subordination, provided that Landlord protects Tenant's right, title and interest in and to the Premises under this Agreements with an appropriate non-disturbance agreement approved by Tenant, which approval shall not be unreasonably withheld by Tenant. Tenant shall, within ten (10) days after being requested by Landlord: (a) execute and deliver such approval and such other and further instruments which

evidence and approve such subordination in recordable form as Landlord or Landlord's mortgagee, beneficiary or secured party may request; and (b) attorn to such mortgagee, beneficiary and/or secured party as the Landlord under this agreement if and when it succeeds to any of Landlord's right, title or interest in or to all or any part of the Premises. Tenant hereby appoints Landlord as its attorney-in-fact only to execute and deliver any and all such instruments on behalf of Tenant that Tenant fails or refuses to execute and deliver, which appointment is irrevocable, shall survive the death, dissolution, incapacity or dissolution of Tenant and is coupled with an interest in Landlord.

31. ENTIRE AGREEMENT. This Lease sets forth the entire understanding and agreement of Landlord and Tenant with respect to the Premises and the Lease thereof, and all prior understandings or agreements are merged herein. This Lease may be amended or modified only in writing signed by both parties.

32. BROKERS COMMISSION. Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and that it has neither dealt with nor has it had any knowledge of any real estate broker, agent or sales person in connection with this Lease except N/A. Tenant agrees to indemnify and hold Landlord harmless from all such liabilities or claims including, without limitation, attorney's fees and costs.

33. SECURITY AGREEMENT. Tenant grants to Landlord a security interest in all fixtures, trade fixtures and personal property located on the premises, except for any marijuana or marijuana products, which are not subject to any Landlord security interest, pursuant to AS §45.29 et seq. The grant of security interest is for any obligation that will become due and is due under the lease.

34. RECORDING. Tenant shall not record this Lease without the prior written consent of Landlord. However, upon request of either party, both parties shall execute a memorandum or "short form" of this Lease for the purposes of recordation in a form customarily used for such purposes. Said memorandum or short form of this Lease shall describe the parties, the Premises and the Lease term, and shall incorporate this Lease by reference.

35. LEASE NOT AN OFFER. The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect thereto unless and until Landlord executes a copy of this Lease and delivers the same to Tenant.

36. HAZARDOUS SUBSTANCE DISCLOSURE. Tenant shall promptly disclose to Landlord, in writing, if Tenant knows, or has reasonable cause to believe, that any toxic dangerous, or hazardous substance, as those terms are defined under federal, state, or local law, has come to be located in, on, about, over, or beneath the premises. In addition, Tenant shall execute a written statement to Landlord no later than thirty (30) days after the end of each lease year describing in detail any and all toxic, dangerous, or hazardous substances, as those terms are defined under federal, state, or local law, which Tenant knows, or has reasonable cause to believe, have come to be located in, on, about, over, or beneath their premises, or that there are no toxic, dangerous, or hazardous substances in, on about, over, or beneath the premises.

37. FORUM SELECTION. This Lease shall be construed in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Lease, the same shall be commenced in the Superior Court for the State of Alaska, Third Judicial District at Palmer, Alaska. Tenants agree specifically that venue and jurisdiction in that court is proper, and further agree to submit themselves to the jurisdiction of that court. Tenants shall not claim that said forum is an inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below their respective signatures.

Landlord: Alaskan Investments, LLC

By: Kendra Nugent, Sole Member

EXECUTED on

~~APRIL 11, 2021~~
APRIL 9, 2021 *KN*

Tenant: The Connoisseur Lounge, LLC

By: MATTHEW CHAMBERS

EXECUTED on

~~11-10-20~~
APRIL 9, 2021 *MC*



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur Lounge, LLC	License Number:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W. Evergreen Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Mathew Chambers
Title:	Manager, Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Cultivation License 13487



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

MC

I certify that I am not currently on felony probation or felony parole.

MC

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

MC

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

MC

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

MC

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

MC

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

MC

I certify that my proposed premises is not located in a liquor licensed premises.

MC

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

MC

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

MC

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

MC



Alaska Marijuana Control Board Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

MC

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

MC

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

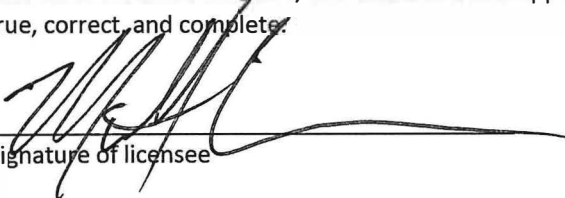
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

MC

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Mathew Chambers
Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 5-27-25

Subscribed and sworn to before me this 27th day of August, 2021.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur Lounge, LLC	License Number:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W. Evergreen Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Sara Jean Berberich				
Title:	Member				

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.



I certify that I am not currently on felony probation or felony parole.



I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.



I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.



I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.



I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.



I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).



I certify that my proposed premises is not located in a liquor licensed premises.



I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.



I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.



I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Sara Berberich

Signature of licensee



Mary A. Hutchinson

Notary Public in and for the State of Alaska

Sara Jean Berberich

Printed name of licensee

My commission expires: 01/06/2022

Subscribed and sworn to before me this 15th day of August, 2021.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO’s main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

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Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur Lounge, LLC	License Number:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W. Evergreen Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645

Section 2 – Individual Information

Enter information for the individual licensee.

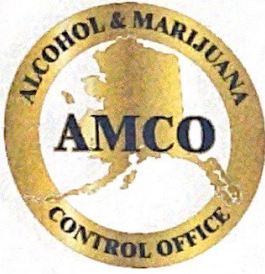
Name:	Trisha Torborg
Title:	Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If “Yes”, which license numbers (for existing licenses) and license types do you own or plan to own?



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board
Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



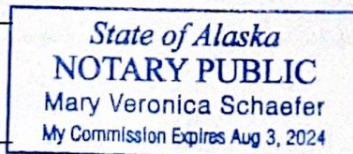
All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Trisha Torborg

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 8/3/24

Subscribed and sworn to before me this 27 day of August, 2021.



Alaska Marijuana Control Board
Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur Lounge, LLC	MJ License #:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W Evergreen Avenue, Suite 2				
City:	Palmer	State:	Alaska	ZIP:	99645
Mailing Address:	10400 E Bradley Lake Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645
Designated Licensee:	Mathew Chambers				
Main Phone:	907-244-8329	Cell Phone:	907-244-8329		
Email:	matt.theconnoisseur@gmail.com				



Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

At the entrance to the store, a sign shall be displayed stating that "No one under 21 years of age allowed". The sign shall be larger than 12"x12" with letters at least one-half inch in height and in high contrast to the background of the sign. All restricted access areas will have signs that read "Restricted Access Area. Visitors Must be Escorted". The Connoisseur Lounge will refuse entrance to any person who does not produce a form of valid photo identification (ID) showing that person is twenty-one (21) years of age or older. All visitors and customers will be greeted by an employee once they enter the retail sales area where they will be asked to provide their ID. A Valid form of ID will include; an unexpired, unaltered passport; an unexpired, unaltered driver's license; or identification card of any state or territory of the United States, the District of Columbia, or a province of Canada. If at any time an employee suspects that a visitor is under twenty-one (21) the employee will refuse access and will ensure the individual is escorted off the premises. Employees will be trained to spot inconsistencies and signs of forgery in IDs. All IDs will be thoroughly examined before entrance to the retail store is granted.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

Every entry point to a restricted access area will be covered by security cameras and locked (except for the store entrance during normal business hours) and will have the required signs stating "Restricted Access Area, Visitors Must be Escorted". All entry points will be equipped with entry sensors and connected to the security system. Only the licensees or employees will have the keys or access codes to unlock the commercial grade, non-residential entryway doors/door locks. All windows shall remain locked and broken glass sensors shall be installed. The Connoisseur Lounge will have at least one employee behind the retail sales counter at all times to assist in deterring unauthorized access. Any visitor who is allowed access to the restricted access areas of the facility must check in at the front entrance and follow the visitor procedures outlined in Section 3.2.

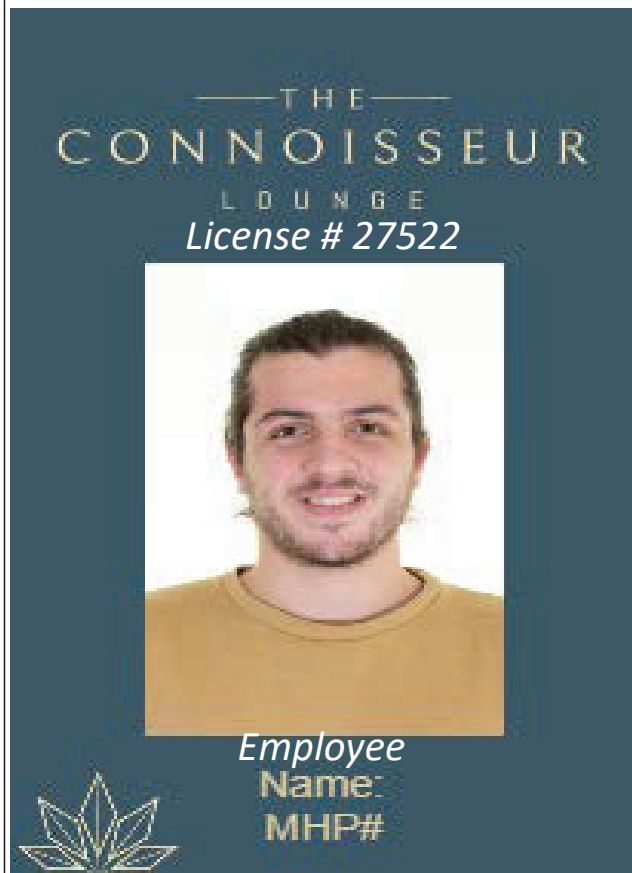
3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

The Connoisseur Lounge has a strict visitor policy. All visitors who wish to take a tour of the retail store in its entirety must be pre-scheduled by a licensee. AMCO, AMCO Enforcement and duly authorized law enforcement agents are exempt from The Connoisseur Lounge visitor policy. Each visitor must sign into the visitor's log indicating their name, the date, time in and out of the restricted access area and, if needed, the purpose of the visit. Upon sign in, the visitor must produce valid government issued photo ID. After ID verification, the visitor will be handed a visitor badge that must be visibly worn at all times throughout the tour. A licensee or designated employee will escort and actively supervise the visitor(s) during the entire visit. At no time will there be more than 5 visitors per supervising licensee or designated employee. Once the visit/tour has concluded, all visitors will be required to return their visitor badge, enter the time out on the visitor log and exit the facility. The supervising licensee or designated employee will report any irregular behavior or activity that occurred during the visit/tour on the visitor logs. Visitor logs will be kept as an official business record and will be made readily available to an agent of AMCO upon request.



Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:



Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

All areas outside the restricted access area where video surveillance is required, will be illuminated by photo cell light fixtures to cover a minimum of twenty (20) feet from the retail store's entrances and exits. The exterior lighting fixtures of the retail store will be designed and installed to deter nuisance activity and enhance surveillance, while minimizing any sort of neighborhood nuisance. Further lighting will be used to increase picture quality and brightness for security related documentation. The camera system and lighting will be constantly calibrated to maximize the quality of any recorded images, and to also discourage theft and/or trespassing. The lighting fixtures will be installed to ensure there are no dark spots around the perimeter, or any of the entrances to the facility. All outdoor lighting will be weather proof and vandal proof.



Form MJ-01: Marijuana Establishment Operating Plan

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed Premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

The alarm system for the licensed premises will consist of entry sensors on all doors and windows. Broken glass sensors will also be used near the windows. The security system is monitored 24 hours/day and the local law enforcement will be contacted if any of the sensors are triggered once the system is armed. The system will be armed after business hours by using the system's keypad or the key chain remote. The security system has a panic function installed and once activated, a siren will sound and law enforcement will be contacted. If an unauthorized breach does occur, a licensee and/or an employee will immediately call the local enforcement to ensure the security system representative has relayed the alarm to them. Also, in the event of an unauthorized breach during operating hours, a licensee or an employee will instruct all employees, customers and visitors to vacate the premises to a pre-determined safe location, take a head-count of all known persons that were in the retail store and await law enforcement. The Connoisseur Lounge will comply with all law enforcement directives. Once determined safe to do so, a licensee or an employee will re-enter the store, take inventory of all marijuana and marijuana products, cash etc and ensure that there is nothing missing. AMCO will be notified electronically as soon as possible and, in any case, not more than 24 hours of any unauthorized access to the premises and any theft or diversion of money, marijuana or marijuana products.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

Employees will be aware that any diversion or inversion of marijuana will result in an immediate termination of employment. Employees will log their time daily while working in the licensed premises and will be trained on inversion and diversion methods and how to detect them along with The Connoisseur Lounge's standard operating procedures for handling marijuana and marijuana products including, but not limited to; label tags placed on every package of marijuana and how to ensure they are in the database inventory. Inventory will be checked regularly and cross-checked with Metrc to determine if diversion or inversion of marijuana is an issue. The interior and exterior of the licensed premises will be covered by video surveillance 24 hours per day and closely monitored. Video surveillance records will be kept for a minimum of 40 days or longer if requested by AMCO or Law Enforcement for investigatory reasons . The video recordings and inventory checks will help prevent the diversion of marijuana.

3.7. Describe your policies and procedures for preventing loitering:

The Connoisseur Lounge's retail store is located on private property. A sign will be posted at the entrance to the facility stating "No Loitering" is permitted on the premises. A licensee or an employee will be instructed to randomly perform a walk around of the retail store to ensure that there are no persons loitering around the premises. Employees will be instructed to kindly tell any persons loitering to leave the premises. If a person loitering refuses to leave, the employee will call for a licensee. If the person still refuses to leave a licensee will contact local law enforcement. Loitering policies will also include when the business is closed after hours and this will be enforced by a 24 hour surveillance system.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.



Form MJ-01: Marijuana Establishment Operating Plan

Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility.

MC

3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.

MC

3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application.

MC

3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).

MC

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

The Connoisseur Lounge will install a video surveillance system which will cover each restricted access area and each entrance to a restricted access area within the licensed premises. The System will also cover each exit to the exterior of the premises and each point-of-sale area. The surveillance system will be placed in a way that produces a clear view adequate to identify any individual inside the licensed premises, and within 20 feet of each entrance to the premises. Both the interior and exterior of each entrance to the facility will be recorded by a video camera. Camera systems will be placed so that there is a clear, unobstructed view of day to day activity without blockage from any equipment in the facility in order to assure a clear view of persons entering and exiting the facility. Surveillance recording equipment and surveillance records will be kept in a locked area that is accessible only to the licensees, authorized employees, AMCO or local law enforcement personnel.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

The Connoisseur Lounge will house and maintain surveillance recording equipment on-site inside a steel cabinet in the office/storage area of the licensed premises. The cabinet doors will be locked and only the licensees will hold a key which will be clearly marked "DO NOT DUPLICATE". This area will only be accessed by licensees or authorized employee(s) to ensure that there is no unauthorized access or tampering. The security system will be password protected for added security. All recorded data will be stored for a minimum of forty (40) days as an official business record. All surveillance footage will be accessible for upload to a separate hard drive in the event that it must be stored for longer for criminal, civil, or administrative investigations. All recordings will be time and date stamped, and archived in a format that prevents alteration of the recorded image. Law enforcement and Marijuana Control Board agents will have access, if requested, to recordings and surveillance data.



Section 4 – Business Records

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises: Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

me

me

me

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me

me

me

me

me

me

me

4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All required six (6) month business records will be kept on the business computer's hard drive in the office/storage area. An external hard drive will be used to back-up all files on a regular basis. The external hard drive will be kept in a fire proof safe.

All physical records and electronic records required under 3 AAC 306.755 will be kept onsite for the current year and the three (3) previous years in a format that is readily understood by a reasonably prudent business person.

Physical records will be kept in binders in the office area. Some may also be scanned and stored digitally as described above.



Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

ME

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

ME

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

ME

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

ME

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

ME

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

ME

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

All employees will be trained by a licensee in-house in regards to their responsibilities, which will include the opening/closing of the store, characteristics of the different strains in stock, packaging of products, packaging placement on displays, housekeeping, currency handling, operation of the security system and how to react in emergencies, proper health and safety regulations regarding to handling marijuana and marijuana products and legal issues, both State and Federal.

The licensees and all employees will complete a state approved course and obtain their marijuana handler permits prior to starting employment. The permits will be kept in their immediate possession at all times when on the licensed premises. Copies of all handler permits will kept on file at the licensed premises as well. The licensees and all employees shall ensure their card has not expired.

Training updates will be made readily available throughout the year or when the licensees deem necessary.



Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present. [Signature: MC]
7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded. [Signature: ME]
7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. [Signature: ME]
7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d). [Signature: MC]

Answer "Yes" or "No" to each of the following questions:

Yes No

- 7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram. [Yes: checked, No: empty]
7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram. [Yes: checked, No: empty]

7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

[Empty text box for answer to 7.7]

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

In the event that The Connoisseur Lounge transports any marijuana or marijuana product from the retail store to a different retail license (which is unlikely to occur), a trip manifest will be printed from Metrc to accompany the shipment. A copy of the trip manifest will also be maintained on the licensed premises as a business record. Any marijuana or marijuana product to be transported will be placed within a sealed package or container up to 10 pounds and then into a secure storage compartment within the transport vehicle or in the bed of a truck. Any individuals involved in the transport will have a valid, marijuana handler permit and be trained to travel directly to the destination without any unnecessary stops and without opening packages of marijuana or marijuana product. Continued..



Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.

8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.

8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.

8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.

8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

The Connoisseur Lounge may have up to three signs on the facility, two signs affixed to the building and one free standing. The Connoisseur lounge will begin with one sign on the North side of the building, which will be a 48"x48" sign and will be attached to the exterior wall.

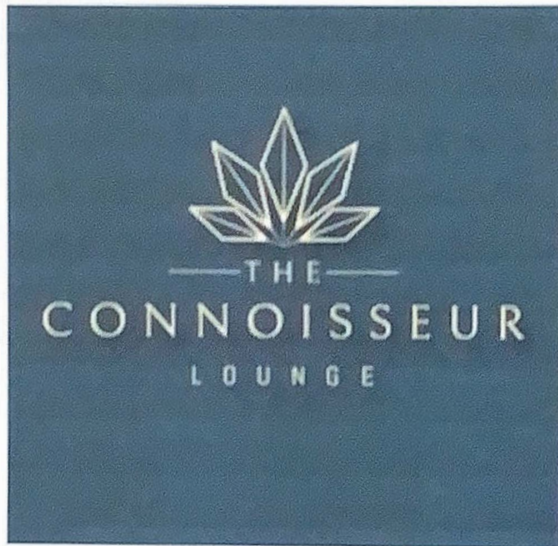


Form MJ-01: Marijuana Establishment Operating Plan

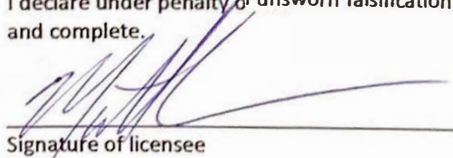
9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

The Connoisseur Lounge may utilize the following advertising mediums: local Alaska Leaf magazine, trade magazines, radio, temporary banners, flyers and signs, social media, lighters, direct text messaging with opt out, clothing items or other items of permissible branding, website, business cards, stickers, and/or in collaboration with local and state wide retailers. It would reflect the name of the business, address, phone number, email address, and license #.

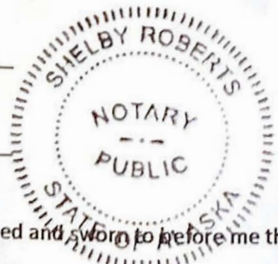
The Connoisseur Lounge will ensure that all advertisements contain all AMCO regulatory warning statements verbatim.

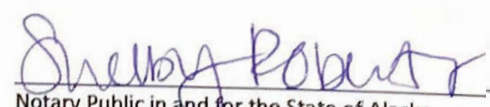


I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

MATTHEW CHAMBERS
Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 2/1/2022

Subscribed and sworn to before me this 4th day of December, 2020



Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

8.1 Continued: Labels will be affixed to the packaging including all information originally provided by the cultivation or manufacturing facility such as; (1) testing facility and license number (2) testing date and results (3) name and license number of cultivation facility (4) name and license number of manufacturing facility if applicable (for concentrates and products) (5) harvest batch number or production lot number (6) date of packaging (7) net marijuana weight (8) expiration date if applicable. When receiving product from a transport into The Connoisseur Lounge, employees will be trained to first inspect product/packaging/quality, weigh product and then formally accept product into the Metrc inventory tracking system after confirming the validity of the transportation manifest.



Alaska Marijuana Control Board Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
a diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**
if different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
a **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
an **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
a diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur Lounge, LLC	MJ License #:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W. Evergreen Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645



Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- License number and DBA
- Legend or key
- Color coding
- Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- Dimensions
- Labels
- True north arrow

The following additional details must be included in Diagram 1:

- Surveillance room
- Restricted access areas
- Storage areas
- Entrances, exits, and windows
- Walls, partitions, and counters
- Any other areas that must be labeled for specific license or endorsement types
- ** Serving area(s)
- **Employee monitoring area(s)
- **Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- Areas of ingress and egress
- Entrances and exits
- Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- Areas of ingress and egress
- Cross streets and points of reference

The following additional details must be included in Diagram 5:

- Areas of ingress and egress
- Entrances and exits
- Walls and partitions
- Cross streets and points of reference

I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.

Signature of licensee

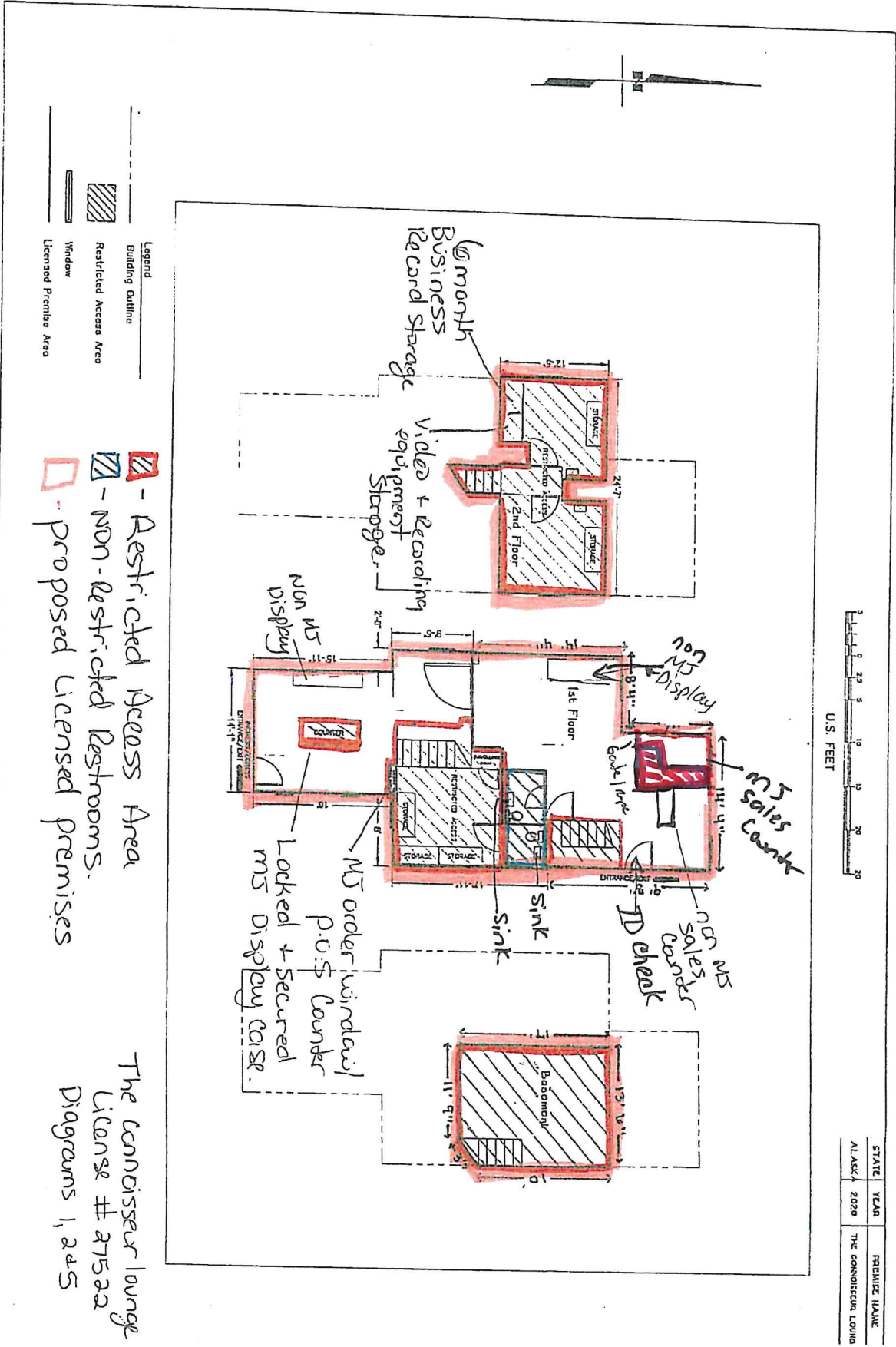
Mathew Chambers
Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 05-27-2025

Subscribed and sworn to before me this 27th day of August, 2021.

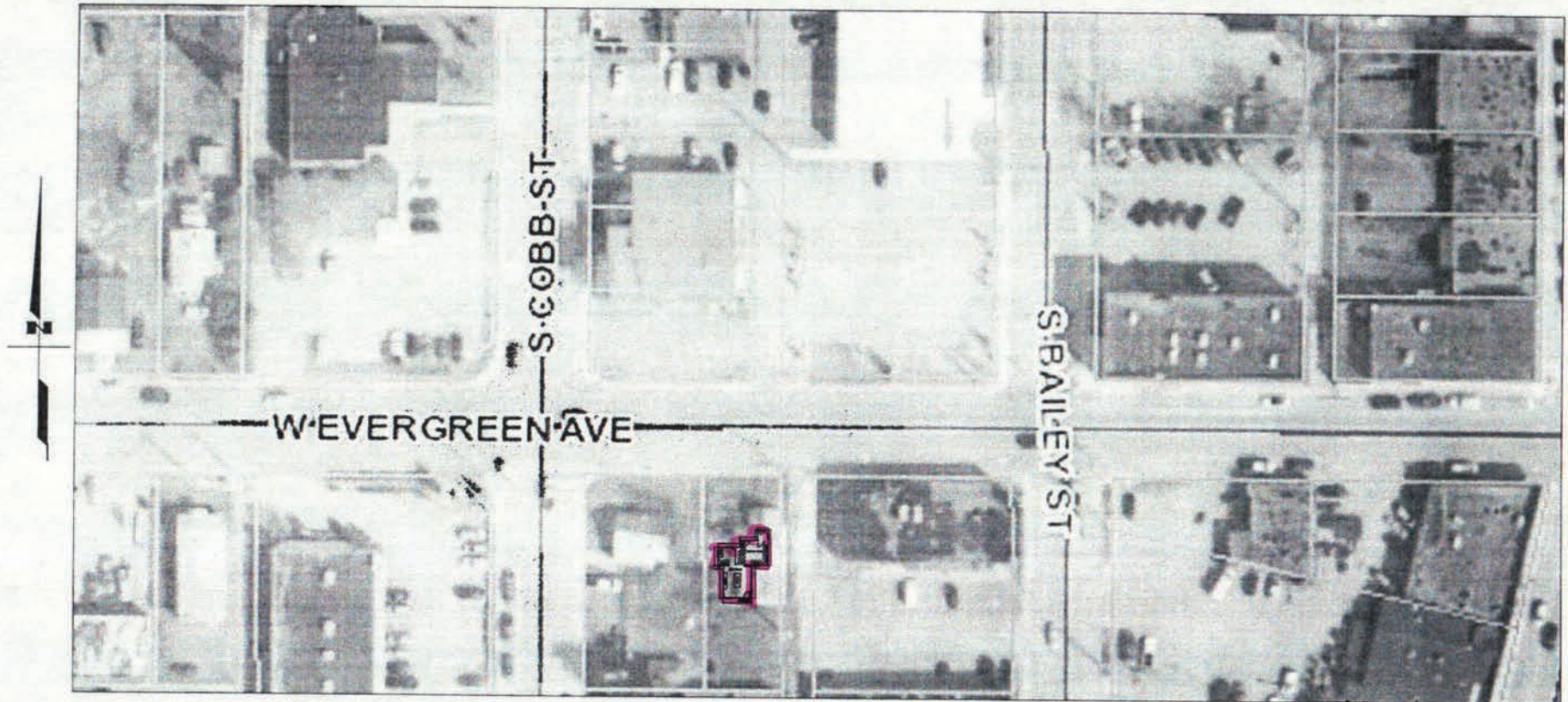


- Restricted Access Area
- Non-Restricted Restrooms.
- Proposed Licensed premises


The Condisseur lounge
 License # 27522
 Diagrams 1, 2 & 3

STATE	YEAR	PREMISE NAME
ALASKA	2020	THE CONDISSEUR LOUNG

STATE	YEAR	PREMISE NAME	SHEET NO.	TOTAL SHEETS
ALASKA	2020	THE CONNOISSEUR LOUNGE	4	5



Legend

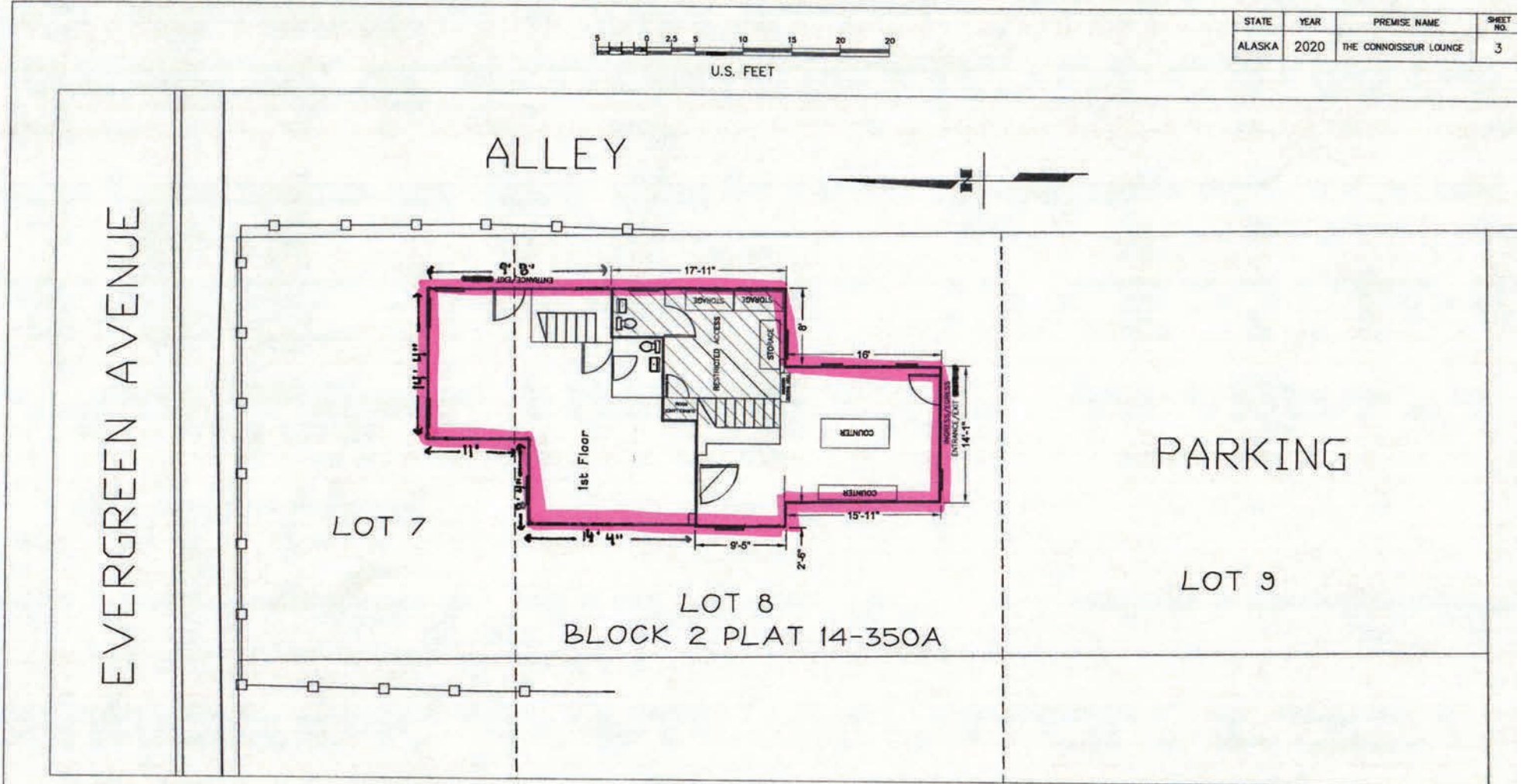
 - proposed licensed premises/ Right to possession

 Window


THE CONNOISSEUR LOUNGE
 226 W EVERGREEN AVE SUITE 2, PALMER AK 99645
 DBA # 2116208
 AMCO LICENSE 27522
 MJ-02 DIAGRAM #4

DRAWN	DPC	DATE 11-4-2020	SCALE	N/A
CHECKED	ADW	DATE 11-4-2020	SHEET	4 OF 5

STATE	YEAR	PREMISE NAME	SHEET NO.
ALASKA	2020	THE CONNOISSEUR LOUNGE	3



Legend

 Proposed licensed premises / Right to possession

 Window

 Wood Fence

THE CONNOISSEUR LOU
 226 W EVERGREEN AVE SUITE 2, PALMER AK
 DBA # 2116208
 AMCO LICENSE 27522
 MJ-02 DIAGRAM #3

DESIGN	DPC	DATE 11-4-2020	SCALE 1"
CHECKED	JW	DATE 11-4-2020	SHEET 3



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-03: Retail Marijuana Store

What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany Form MJ-01: Marijuana Establishment Operating Plan, per 3 AAC 306.020(b)(11). Applicants should review Chapter 306: Article 3 of the Alaska Administrative Code. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

What additional information is required for retail stores?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal

This form must be completed and submitted to AMCO's main office before any new or transfer application for a retail marijuana store license will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur Lounge, LLC	MJ License #:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W Evergreen Avenue, Suite 2				
City:	Palmer	State:	Alaska	ZIP:	99645



Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:

Each shipment of marijuana and marijuana product that arrives at The Connoisseur Lounge's retail store will be inspected by a licensee or authorized employee before it is accepted and added to the store's inventory. The shipment will be reconciled with the transport manifest, shipment labels and packaging labels to ensure consistency. All product will be weighed and reconciled with the weight listed on the manifest and labels. Any shipments with discrepancies will be rejected. Shipments that pass initial inspection will be accepted into the facility, entered into Metrc and the point of sale software and added to the store's inventory storage or display cases. At the end of each business day, The Connoisseur Lounge will reconcile the sale's transactions from the point of sale software with the inventory on hand and with Metrc to ensure consistency and that any discrepancies are immediately addressed. The licensed premises will consist of a retail area (where marijuana transactions will occur) and an office/processing area (restricted to the licensee and employees) where bulk marijuana will be stored and packaged. Wholesale transactions will occur in the retail area and then moved to the office area. Once packaged in the office area, small amounts of packages will be moved to the retail area prior to opening for the day (store will not be open between 5am and 8am). Customers will enter the store and samples will be available for inspection on the counter tops. These samples will be in secure containers and tethered to the counter top. Packages for sale will be on shelves within the counters and behind locked doors or on shelving located behind the cashier. The customer can then purchase the product of their choice with the assistance of an employee (Budtender) who will ensure that all sales are within the regulatory limits on quantity sold per transaction and exit packaging requirements.

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.310.

3.1. Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:

The Connoisseur Lounge will not sell, offer to sell, give, distribute, or deliver marijuana or marijuana products to any consumers who are: (1) not physically present on the licensed premises; (2) under the influence of alcohol, inhalants or controlled substances (all employees will be trained to recognize signs of impairment); or (3) not at least twenty-one (21) years of age at the time of purchase, as evidenced by valid government issued photo identification. All customers will enter one main door into our retail store where they will be greeted by an employee who will then check their ID. If a person seems to be under the influence, they will not be allowed inside the store.

3.2. I certify that the retail marijuana store will not:

Initials

- a. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355; MC
- b. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet; MC
- c. offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample; MC
- d. offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or MC
- e. allow a person to consume marijuana or a marijuana product on the licensed premises. MC

Answer "Yes" or "No" to the following question:

Yes No

3.3. Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

Yes No



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 4 – Signage and Advertising

Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

4.1. I understand and agree to follow the limitations regarding the number, placement, and size of signs on my proposed establishment, set forth in 3 AAC 306.360(a).

ME

4.2. The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage the sale of marijuana or marijuana products.

ME

4.3. All advertising for marijuana or marijuana product will contain the warnings required under 3 AAC 306.360(e).

ME

4.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.

ME

4.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

a. is false or misleading;

ME

b. promotes excessive consumption;

ME

c. represents that the use of marijuana has curative or therapeutic effects;

ME

d. depicts a person under the age of 21 consuming marijuana; or

ME

e. includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.

ME

4.6. I certify that no advertisement for marijuana or marijuana product will be placed:

a. within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;

ME

b. on or in a public transit vehicle or public transit shelter;

ME

c. on or in a publicly owned or operated property;

ME

d. within 1,000 feet of a substance abuse or treatment facility; or

ME

e. on a campus for postsecondary education.

ME

Section 5 – Displays and Sales

5.1. Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

All marijuana and marijuana products will be displayed and dispensed for sales within the designated restricted access area, unreachable to customers. Signage stating, "Restricted Access Area: Visitors Must Be Escorted: will be posted at the access points that lead behind the counter. Marijuana and marijuana products will be displayed in locked, glass display cases/point of sale counter and in a cooler behind the display case/point of sale counter. Product displays will be in full view of a working video surveillance camera system at all times that marijuana or marijuana product is stored in the display. Marijuana and Marijuana products will be secured in a locked case at all times. All employees will be trained and regularly monitored to ensure compliance with the display and closing policies, and that all product is secured and accounted for at all times. Samples of marijuana strains for customer inspection will be in secure containers and tethered to the counter tops. Packaged marijuana for resale will be on shelving located behind the cashier or in locked shelving areas inside the counter tops. Continued on Page 6...



Section 6 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345.

6.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

All shipments arriving at The Connoisseur Lounge will be inspected by a licensee or an authorized employee. Shipments will be inspected for quality and consistency with the transport manifest and shipment labels and for regulatory compliance. Labels will be checked for: (1) name and license number of the manufacturing or cultivation facility; (2) production lot and/or batch number; (3) strain information; (4) strain and batch information; (5) delivery driver name and handler's card verification; (6) the weight of the products transferred; and (7) testing information. Once a delivery is approved by a licensee or authorized employee, the inventory will be accepted into the retail store and entered into Metrc with all mandatory information designated by AMCO. The shipment information will be both recorded in Metrc and stored on-site as official business records. Both the transporting agent and a licensee or an authorized employee will sign all paperwork and documents expressing that all information is deemed correct and the transfer took place. If any of the above information is missing or inaccurate, a licensee or an authorized employee will refuse the transfer.

6.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):



Retailer: The Connoisseur Lounge	License No: 27522
Cultivator:	License No:
Harvest Batch No:	Package No:
Net MJ Weight: OZ(g)	Strain:
Testing Facility:	License No:
THC: THCA: CBD: CBDA: CBN:	
Microbial Test:	Fungicides: Pesticides: Herbicides:
Fertilizers:	Soil Amendment:

Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.

*or similar format and content



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 7 – Security

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

7.1. Describe the retail marijuana store's procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, as required by 3 AAC 306.350(a):

The Connoisseur Lounge will not sell, offer to sell, give, distribute, or deliver marijuana or marijuana products to any consumers who are: (1) not physically present on the licensed premises; (2) under the influence of an alcoholic beverage, inhalant, or controlled substance; or (3) not at least twenty-one (21) years of age at the time of purchase, as evidenced by a valid, government-issued photo identification. Employees of The Connoisseur Lounge will greet customers near the entry of the retail store and check identifications. No individual will be allowed to to browse the retail floor without their photo identification being verified. Continued on Page 6...

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

7.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.

MC

Section 8 – Waste Disposal

Review the requirements under 3 AAC 306.740.

8.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:

The Connoisseur Lounge will be disposing of: (1) marijuana that is identified as contaminated, infected or is otherwise rejected for quality; (2) marijuana and marijuana products that reach their expiration date; (3) any other materials or containers in contact with marijuana products that risk contamination; (4) any other marijuana or marijuana product deemed as waste by the licensees or an authorized employee, MCB, AMCO Enforcement or AMCO Director. Marijuana waste will be stored away from all other products in a locked container on the premises, and will be rendered unusable prior to leaving the store for disposal. A notice, via email, will be sent to AMCO enforcement not later than three days prior to rendering waste unusable. Marijuana waste will be rendered unusable by grinding the materials and mixing with other compostable and non-compostable non-marijuana material such as; food waste, cardboard, paper and yard waste; until the resulting mixture is no more than fifty percent (50%) marijuana waste. Licensees or an authorized employee will maintain a log on the status of all marijuana waste, tracking the type, date of disposal, date it was rendered unusable, the reason it's being wasted and the final destination.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

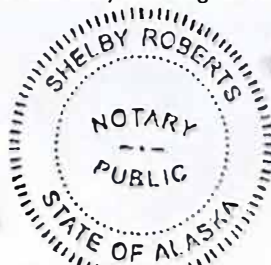
Initials

8.2. The retail marijuana store shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.

ml

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee
MATTHEW CHAMBERS
Printed name of licensee



Notary Public in and for the State of Alaska
My commission expires: 2/1/2022

Subscribed and sworn to before me this 4th day of December, 2020.



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

(Additional Space as Needed):

5.1 Continued: Budtenders will take the customer order and dispense for sales from behind the counter. Concentrates and edibles will all be pre-packaged and labeled. Flower will be sold either pre-packaged or "Deli style". "Deli" style flower will be displayed in large glass jars (behind the point of sale counter) with batch labeled strains. Employees will take customer orders at the point of sale counter and weigh the flower using a certified scale. Once weighed to the desired amount, the employee will register the purchase in the POS system which integrates with Metrc, seal the product into a child-resistant container, and print the packaging label. The pre-packaged products will be displayed in the glass display cases located within the restricted access area. The store will also buy bulk marijuana and roll their own pre-roll marijuana joints and package them in accordance with the regulations and place into re-labeled mylar bags, j-tubes, joint boxes etc. Any edibles requiring refrigeration will be stored in a refrigerator behind the point of sale counter in the restricted access area. Employees will ensure that each marijuana product is in fully opaque and child-resistant packaging before a customer exits the store with it.

7.1 Continued: Employees will be trained to identify forgeries and inconsistencies of ID's and will utilize an ID guide to help recognize ID's from other states and countries. A licensee or authorized employee will be on hand to help manage customer ingress and egress on the sales floor. If an ID is not in compliance for any reason, the customer will be asked to leave and law enforcement will be contacted if necessary.



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur Lounge, LLC	License Number:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W. Evergreen Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645

Section 2 – Certification

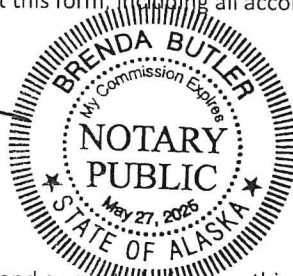
I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:


Start Date: 09/24/2021 End Date: 10/04/2021

Other conspicuous location: 828 S Colony Way, Palmer, Alaska 99645 - Bulletin Board

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


 Signature of licensee
Mathew Chambers
 Printed name of licensee




 Notary Public in and for the State of Alaska
 My commission expires: May 27, 2025

Subscribed and sworn to before me this 13th day of October, 2021.



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur Lounge, LLC	License Number:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W. Evergreen Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Mathew Chambers				
Title:	Manager, Member				
SSN:	[REDACTED]		Date of Birth:	[REDACTED]	



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

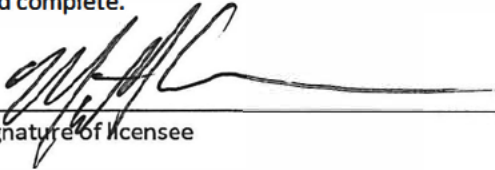
Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

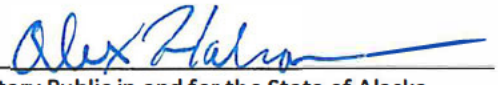


Signature of licensee

Mathew Chambers

Printed name of licensee





Notary Public in and for the State of Alaska

My commission expires: 5-27-21

Subscribed and sworn to before me this 27th day of August, 2021.



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur Lounge, LLC	License Number:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W. Evergreen Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Sara Jean Berberich				
Title:	Member				
SSN:	██████████	Date of Birth:	██████████		



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Sara Berberich

Signature of licensee

Sara Jean Berberich

Printed name of licensee



Mary A. Hutchinson
 Notary Public in and for the State of Alaska

My commission expires: Jan. 06, 2022

Subscribed and sworn to before me this 27th day of Aug, ust, 2021.



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur Lounge, LLC	License Number:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W. Evergreen Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Trisha Torborg				
Title:	Member				
SSN:	██████████	Date of Birth:	██████████		



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Anchorage, AK 99501
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Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

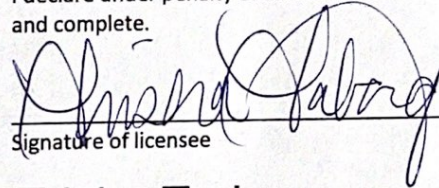
Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

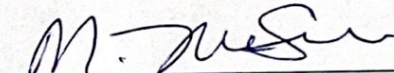
I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Trisha Torborg

Printed name of licensee


Notary Public in and for the State of Alaska

My commission expires: 8/3/24

Subscribed and sworn to before me this 27 day of August, 2021.

State of Alaska
NOTARY PUBLIC
Mary Veronica Schaefer
My Commission Expires Aug 3, 2024



Alaska Marijuana Control Board
Form MJ-19: Creditors Affidavit

What is this form?

This form must be completed by the current holder (transferor) of a marijuana establishment license in order to report all debts of and taxes owed by the business, as required by 3 AAC 306.045(b)(2). The Marijuana Control Board will deny an application for transfer of a license to another person if the Board finds that the transferor has not paid all debts or taxes arising from the operation of the licensed business, unless the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority, per 3 AAC 306.080(c)(2).

You must submit a completed copy of Form MJ-17c: License Transfer Application to each creditor listed on this form. This form must be completed and submitted to AMCO's main office before any license transfer application will be considered complete.

Section 1 – Transferor Information

Enter information for the *current* licensee and licensed establishment.

Licensee:	The Connoisseur Lounge, LLC	License Number:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W. Evergreen Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645
Federal Tax ID # / EIN:	[REDACTED]				

Section 2 – Debts and Taxes Owed

Enter information for each creditor or taxing authority to which debts or taxes are owed. If there are no debts or taxes owed by the business, write "None" in the first field. You will be required to correct this form if a response of "N/A" is written in any field. Attach additional pages or documentation as necessary.

Creditor / Taxing Authority	Current Valid Email or Mailing Address of Creditor	Amount Owed
	NONE	



Alaska Marijuana Control Board
Form MJ-19: Creditors Affidavit

Section 3 – Transferor Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all debts of the business and all taxes the business owes are listed on Page 1 of this form, and that the contact information provided for each creditor is current.

MC

I certify that I have submitted a completed copy of Form MJ-17c: License Transfer Application to each creditor listed on Page 1 of this form.

MC

As marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferor

Mathew Chambers

Printed name of transferor



Subscribed and sworn to before me this 27th day of August, 2021.

Notary Public in and for the State of Alaska.

My commission expires: 05-27-2025



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Connoisseur Lounge, LLC	License Number:	27522		
License Type:	Retail Marijuana Store				
Doing Business As:	The Connoisseur Lounge				
Premises Address:	226 W. Evergreen Avenue				
City:	Palmer	State:	Alaska	ZIP:	99645

Section 2 - Certification

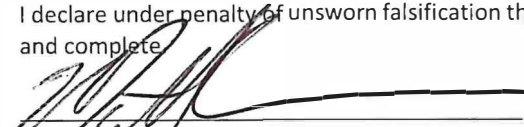
I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): City of Palmer Date Submitted: 09/23/2021

Name/Title of LG Official 1: Norma Alley/City Clerk Name/Title of LG Official 2: Lonnie McKechnie/Borough Clerk
5.27.2022

Community Council: N/A Date Submitted: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

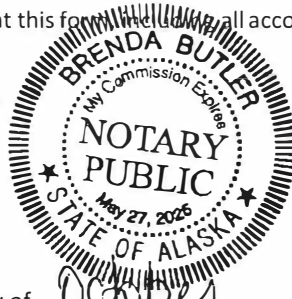
I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Mathew Chambers
Printed name of licensee

Printed name of licensee

Subscribed and sworn to before me this 13th day of October, 2021.



Brenda Butler
Notary Public in and for the State of Alaska

My commission expires: May 27, 2025